



Published daily, except Sundays, Mondays, and days following legal holidays by the Division of the Federal Register, The National Archives, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500), under regulations prescribed by the Administrative Committee, approved by the President.

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Shipments of small lots of these products may be certified for shipment by parcel post without fumigation when they have been examined by an inspector and found free from infestation. (7)

CFR, § 301.58-3; sec. 8, 39 Stat. 1165, 44 Stat. 250; 7 U.S.C. 161)

Done at Washington, D. C., this 12th day of November 1941.

[SEAL]

P. N. ANNAND,
Chief.

[F. R. Doc. 41-8662; Filed, November 19, 1941;
11:14 a. m.]

TITLE 10—ARMY: WAR DEPARTMENT

CHAPTER IV—MILITARY EDUCATION

PART 43—PROMOTION OF RIFLE PRACTICE¹

§ 43.5 *Rifle and pistol competitions in schools and colleges.²*

* * * * *

(c) *Annual indoor rifle matches.*

* * * * *

(iii) *Stages of competition.* The competition will consist of 4 stages, each stage consisting of 2 series of 2 sighting and 10 record shots each. One stage will be fired each week until the four stages have been completed. If it is found that the firing of one stage each week is impracticable, the corps area commander on application made to him, is authorized to make such changes in the time of firing each stage as will be most appropriate and equitable in each particular case, provided that no two stages shall be fired in any one day and that all four stages of any competition are fired between March 16 and April 16 of any one year. Each competitor will use 1 target for each series of 10 shots, firing 1 shot for record on each of the 10 bull's-eyes. The two sighting shots for each series will be fired on a target other than the record target, and such target will be removed from the frame or covered before any of the 10 shots for record are fired. The sighting shots will be followed immediately by the prescribed number of record shots. No other shots will be fired by the competitor during the firing of any stage of the match. The stages are as follows:

(a) First stage: Two sighting shots, 10 shots for record, slow fire, prone; 2 sighting shots, 10 shots for record, slow fire, sitting.

(b) Second stage: Two sighting shots, 10 shots for record, slow fire, prone; 2 sighting shots, 10 shots for record, slow fire, kneeling.

(c) Third stage: Two sighting shots, 10 shots for record, slow fire, prone; 2 sighting shots, 10 shots for record, slow fire, standing.

(d) Fourth stage: Four sighting shots, 20 shots for record, slow fire, prone; 2 sighting shots to be fired on each target.

* * * * *

(vi) *Positions.* As described in FM 23-10, U. S. Rifle, Caliber .30, M1903, ex-

cept in the sitting position which may be modified to include the cross-legged sitting position. In all positions the use of a carpet, cloth, gymnasium pad, mat, or similar ground covering is permitted, provided such covering is of firm material, perfectly level, not over 2 inches in thickness and without depressions or ridges. Such covering must extend under the entire body of the shooter and not solely under or against his elbows or knees. (45 Stat. 786; 33 U.S.C. 181b)

* * * * *

E. S. ADAMS,

Major General,
The Adjutant General.

[F. R. Doc. 41-8659; Filed, November 19, 1941;
9:34 a. m.]

TITLE 16—COMMERCIAL PRACTICES

CHAPTER I—FEDERAL TRADE COMMISSION

[Docket No. 3152]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF GENERAL MOTORS CORPORATION ET AL.

§ 3.24 (b) *Coercing and intimidating—Customers or prospective customers—To purchase or support product or service—By threatened loss attractive business in preponderant and established product:* § 3.24 (c) *Coercing and intimidating—Customers or prospective customers of competitors—By threatened loss attractive business in preponderant and established product:* § 3.30 (a) *Cutting off competitors' access to customers or market—Forcing goods:* § 3.30 (f) *Cutting off competitors' access to customers or market—Threatening withdrawal of patronage from competitors' customers:* § 3.30 (g) *Cutting off competitors' access to customers or market—Withholding supplies from competitors' customers:* § 3.39 *Dealing on exclusive and tying basis.* In connection with offer, etc., in commerce, of automobile accessories, automobile supplies, and other similar products, and among other things, as in order set forth, (1) requiring dealers, by means of intimidation or coercion, to purchase or deal in accessories or supplies sold and distributed by the respondents, or by anyone designated by them; (2) canceling, or directly or by implication threatening the cancellation of, any franchise or agreement with dealers, because of failure or refusal of such dealers to purchase or deal in accessories or supplies sold and distributed by the respondents, or by anyone designated by them; (3) canceling, or directly or by implication threatening the cancellation of, any franchise or agreement with any dealer, for purchasing or dealing in accessories or supplies not obtained from respondents, or from any other source designated by them; (4) shipping accessories or supplies without prior orders therefor, or can-

¹ § 43.5 (c) (iii) and (iv) is amended.

² This regulation also appears as Par. 3d, AR 850-110, June 8, 1936, as amended in Cir. 232, W.D., Nov. 5, 1941.

celing, or directly or by implication threatening the cancellation of, any franchise or agreement with a dealer, because of a failure or refusal to accept accessories or supplies shipped without prior order; (5) refusing, or threatening to refuse, to deliver automobiles to dealers because of a failure or refusal of such dealer to purchase or deal in accessories or supplies sold and distributed by the respondents, or by anyone designated by them; and (6) the use of any practice, plan, or method of doing business, for the purpose, or having the effect, of coercing or intimidating dealers into purchasing or dealing in accessories or supplies manufactured or supplied by the respondents, or by anyone designated by them; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Sup. IV, sec. 45b) [Cease and desist order, General Motors Corporation et al., Docket 3152, November 12, 1941]

§ 3.39 Dealing on exclusive and tying basis. In connection with any franchise or agreement for the sale of automobiles or in connection with the sale, or making of any contract for the sale, of automobile parts in commerce, and among other things, as in order set forth, entering into, enforcing, or continuing in operation or effect, any franchise or agreement for the sale of automobiles, or any contract for the sale of, or selling, automobile parts on the condition, agreement, or understanding that the purchaser thereof shall not use or sell automobile parts other than those acquired from the respondents, unless such condition, agreement, or understanding be limited to automobile parts necessary to the mechanical operation of an automobile, and which are not available, in like quality and design, from other sources of supply, prohibited. (Sec. 3, 38 Stat. 731; 15 U.S.C., sec. 14) [Cease and desist order, General Motors Corporation et al., Docket 3152, November 12, 1941]

In the Matter of General Motors Corporation and General Motors Sales Corporation

At a regular session of the Federal Trade Commission held at its office in the City of Washington, D. C., on the 12th day of November, A. D. 1941.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answers of the respondents, testimony and other evidence taken before John L. Horner and W. W. Sheppard, trial examiners of the Commission theretofore duly designated by it, in support of the allegations of the complaint and in opposition thereto, report of Trial Examiner W. W. Sheppard upon the evidence and exceptions filed thereto, briefs filed in support of the complaint and in opposition thereto, and oral arguments of counsel; and the Commission having made its findings as to the facts and its conclusion that said respondents have violated the provisions of the Federal Trade Commission Act and have violated the pro-

visions of that certain Act of the Congress of the United States entitled, "An Act to supplement existing laws against unlawful restraints and monopolies, and for other purposes," approved October 15, 1914, commonly known as the Clayton Act;

It is ordered, That the respondents, General Motors Corporation, a corporation, and General Motors Sales Corporation, a corporation, and their respective officers, agents, representatives, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of automobile accessories, automobile supplies, and other similar products in commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(1) Requiring dealers, by means of intimidation or coercion, to purchase or deal in accessories or supplies sold and distributed by the respondents, or by anyone designated by them;

(2) Canceling, or directly or by implication threatening the cancellation of, any franchise or agreement with dealers, because of failure or refusal of such dealers to purchase or deal in accessories or supplies sold and distributed by the respondents, or by anyone designated by the respondents;

(3) Canceling, or directly or by implication threatening the cancellation of, any franchise or agreement with any dealer, for purchasing or dealing in accessories or supplies not obtained from respondents, or from any other source designated by the respondents;

(4) Shipping accessories or supplies without prior orders therefor, or canceling, or directly or by implication threatening the cancellation of, any franchise or agreement with a dealer, because of a failure or refusal to accept accessories or supplies shipped without prior order;

(5) Refusing, or threatening to refuse, to deliver automobiles to dealers because of a failure or refusal of such dealer to purchase or deal in accessories or supplies sold and distributed by the respondents, or by anyone designated by them;

(6) The use of any practice, plan or method of doing business, for the purpose, or having the effect, of coercing or intimidating dealers into purchasing or dealing in accessories or supplies manufactured or supplied by the respondents, or by anyone designated by them.

It is further ordered, That the respondents, General Motors Corporation, a corporation, and General Motors Sales Corporation, a corporation, and their respective officers, agents, representatives, and employees, directly or through any corporate or other device, in connection with any franchise or agreement for the sale of automobiles or in connection with the sale, or making of any contract for the sale, of automobile parts in commerce as "commerce" is defined in that Act of

Congress entitled, "An Act to supplement existing laws against unlawful restraints and monopolies, and for other purposes," approved October 15, 1914, commonly known as the Clayton Act, do forthwith cease and desist from:

(1) Entering into, enforcing, or continuing in operation or effect, any franchise or agreement for the sale of automobiles, or any contract for the sale of, or selling, automobile parts on the condition, agreement, or understanding that the purchaser thereof shall not use or sell automobile parts other than those acquired from the respondents, unless such condition, agreement, or understanding be limited to automobile parts necessary to the mechanical operation of an automobile, and which are not available, in like quality and design, from other sources of supply.

It is further ordered, That the respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-8639; Filed, November 18, 1941;
12:39 p. m.]

[Docket No. 3221]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF UNITED BUYERS CORPORATION, ET AL.

§ 3.45 (e) Discriminating in price—Indirect discrimination—Brokerage payments. Directly or indirectly, on the part of respondent United Buyers Corporation, its officers, etc., and among other things, as in order set forth, in any manner or form whatever, (1) accepting from sellers any brokerage or commission, or any allowance, discount or thing of value in lieu thereof, upon the purchase of commodities in interstate commerce, by itself, by any of its stockholders, or by any buyer for whom in fact, on whose behalf, or under whose direct or indirect control it acts; and (2) transmitting, passing or granting to buyers of commodities, any brokerage or commission, and any allowance, discount or thing of value, in lieu thereof, received on such buyers' purchases of commodities in interstate commerce; prohibited. (Sec. 2c, 49 Stat. 1527; 15 U.S.C., Sup. IV, sec. 13c) [Cease and desist order, United Buyers Corporation, et al., Docket 3221, November 13, 1941]

§ 3.45 (e) Discriminating in price—Indirect discrimination—Brokerage payments. Accepting from respondent United Buyers Corporation, on the part of respondents H. P. Lau Company, Bluffton Grocery Company, Lima-Kenton Grocery Company, S. Zollinger Company, William Edwards Company and

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Copps Company, and all other stockholders in said United Buyers Corporation prior to May 21, 1941, their officers, etc., and among other things, as in order set forth, directly or indirectly, in any manner or form whatever, any brokerage or commission, and any allowance, discount or thing of value in lieu thereof, upon their purchases of commodities in interstate commerce, prohibited. (Sec. 2c, 49 Stat. 1527; 15 U.S.C., Sup. IV, sec. 13c) [Cease and desist order, United Buyers Corporation, et al., Docket 3221, November 13, 1941]

§ 3.45 (e) *Discriminating in price—Indirect discrimination—Brokerage payments.* Paying or granting to respondent United Buyers Corporation, on the part of respondents Allison-Bedford Company, Blue Seal Products Company, Bordo Products Company, Champion Chemical Works, Cupples Company, Dean Milk Company and J. B. Inderrieden Company, their officers, etc., and among other things, as in order set forth, any brokerage or commission, and any allowance, discount or thing of value in lieu thereof, upon their sales of commodities in interstate commerce, except in transactions in which United Buyers Corporation renders to them a bona fide selling service as their selling agent or broker, and does not act for or on behalf of, or under the direct or indirect control of, the purchasers in such transactions, prohibited. (Sec. 2c, 49 Stat. 1527; 15 U.S.C., Sup. IV, sec. 13c) [Cease and desist order, United Buyers Corporation, et al., Docket 3221, November 13, 1941]

In the Matter of United Buyers Corporation: Arthur E. Koeniger, Individually and as One of the Directors of United Buyers Corporation; Eli P. Gale, Individually and as Vice-President in Charge of Buying and as One of the Directors of United States Buyers Corporation; W. Wendell Caldwell, Individually and as Vice-President in Charge of Merchandising, and as One of the Directors of United Buyers Corporation; Helen M. Driscoll, Individually and as Secretary of United Buyers Corporation; Steila E. Nordlund, Individually and as Treasurer of United Buyers Corporation; Paul E. Painter, Milton E. Rolfsmeyer, Alfred M. Copps, Eldon B. Smith, and Oliver J. Lecklider, and Each of Them, Individually and as Directors of United Buyers Corporation; H. P. Lau Company, a corporation; Bluffton Grocery Company, a Corporation; Lima-Kenton Grocery Company, a Corporation; S. Zollinger Company, a Corporation; William Edwards Company, a Corporation; Copps Company, a Corporation; Allison-Bedford Company, a Corporation; Angelus Campfire Company, a Corporation; Blue Seal Products Company, a Corporation; Bordo Products Company, a Corporation; Champion Chemical Works, a Corporation; Cupples Company, a Corporation;

Dean Milk Company, a Corporation; J. B. Inderrieden Company, a Corporation; Respondents

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 13th day of November, A. D. 1941.

This proceeding having been heard¹ by the Federal Trade Commission upon the complaint² of the Commission, the answers of respondents, testimony and other evidence in support of and in opposition to the allegations of the complaint, and the Commission having made its findings as to the facts and its conclusion that the respondents, with the exception of Angelus Campfire Company, have violated the provisions of section 2 (c) of the Clayton Act, approved October 15, 1914 (38 Stat. 730) as amended by the Robinson-Patman Act, approved June 19, 1936 (49 Stat. 1526; 15 U.S.C. Sec. 13):

It is ordered, That respondent United Buyers Corporation, its officers, directors, agents, representatives and employees, do forthwith cease and desist from:

1. Directly, or indirectly, in any manner or form whatever, accepting from sellers any brokerage or commission, or any allowance, discount or thing of value in lieu thereof, upon the purchase of commodities in interstate commerce, by itself, by any of its stockholders, or by any buyer for whom in fact, on whose behalf, or under whose direct or indirect control it acts.

2. Directly or indirectly, in any manner or form whatever, transmitting, passing or granting to buyers of commodities, any brokerage or commission, and any allowance, discount or thing of value, in lieu thereof, received on such buyers' purchases of commodities in interstate commerce.

It is further ordered, That respondents H. P. Lau Company, Bluffton Grocery Company, Lima-Kenton Grocery Company, S. Zollinger Company, William Edwards Company and Copps Company, and all other stockholders in United Buyers Corporation prior to May 21, 1941, their officers, directors, agents, representatives and employees, do forthwith cease and desist from accepting from United Buyers Corporation, directly or indirectly, in any manner of form whatever, any brokerage or commission, and any allowance, discount or thing of value in lieu thereof, upon their purchases of commodities in interstate commerce.

It is further ordered, That respondents Allison-Bedford Company, Blue Seal Products Company, Bordo Products Company, Champion Chemical Works, Cupples Company, Dean Milk Company and J. B. Inderrieden Company, their officers, directors, agents, representatives and employees, do forthwith cease and desist from paying or granting to United

Buyers Corporation any brokerage or commission, and any allowance, discount or thing of value in lieu thereof, upon their sales of commodities in interstate commerce, except in transactions in which United Buyers Corporation renders to them a bona fide selling service as their selling agent or broker, and does not act for or on behalf of, or under the direct or indirect control of, the purchasers in such transactions.

It is further ordered, That the complaint herein be, and hereby is, dismissed as to:

1. Respondent Arthur E. Koeniger.
2. Respondent Eli P. Gale.
3. Respondent Helen M. Driscoll.
4. Respondent Angelus Campfire Company.

Respondent Arthur E. Koeniger is deceased; respondents Eli P. Gale and Helen M. Driscoll have resigned their offices and positions with the United Buyers Corporation, and there is no indication that they are likely to resume their previous employment with it; and the record does not show that respondent Angelus Campfire Company, a seller-respondent, has paid any brokerage or commissions to United Buyers Corporation.

It is further ordered, That the respondents, except those as to whom the complaint is dismissed, shall file with the Commission, within sixty (60) days after service upon them of this order, a report in writing, setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-8669; Filed, November 19, 1941;
11:55 a. m.]

[Docket No. 4320]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF SALT PRODUCERS ASSOCIATION, ET AL.

§ 3.7 *Aiding, assisting and abetting unfair or unlawful act or practice:*
 § 3.27 (d) *Combining or conspiring—To enhance, maintain or unify prices:*
 § 3.27 (h) *Combining or conspiring—To restrain and monopolize trade. (I.)*
 In connection with offer, etc., in commerce, of salt, and on the part of respondent Salt Producers Association, respondent corporate salt producers and their officers, etc., and on the part of respondent Stevenson, Jordan & Harrison, Inc., and respondents Charles R. Stevenson and D. M. Metzger, respectively president and treasurer of said corporation, and on the part of their agents, etc., or any two or more of said respondents, with or without the co-operation of others not party hereto, entering into, continuing, or carrying out, or directing, instigating, or co-

¹ 3 F.R. 1541.

² 2 F.R. 1802.

operating in, any common course of action, mutual agreement, combination, or conspiracy, to fix or maintain the prices of salt or curtail, restrict, or regulate the production or sale thereof, and pursuant to said common course of action, etc., (1) establishing or maintaining uniform prices for salt, or uniform terms and conditions in the sale thereof, or in any manner agreeing upon, fixing, or maintaining any prices, including terms and conditions of sale, at which salt is to be sold; (2) adhering, or promising to adhere, to filed or published prices or terms and conditions of sale for salt pending the filing of changes therein with respondent Salt Producers Association, or with any other agency, or with each other; (3) establishing or maintaining delivered price zones, or making quotations and sales of salt upon a delivered price basis under a zone system whereby the cost of salt delivered to buyers within each respective zone is made identical at all destinations within such zone; (4) exchanging, directly or through the Salt Producers Association, or any other agency or clearing house, price lists, invoices, and other records of sale showing the quantity, current prices and terms and conditions of sale allowed by respondent corporations to dealers and distributors (subject to the proviso, "however, that nothing herein shall prevent the respondent association from collecting and disseminating to the respective respondent manufacturers figures showing the total volume of sales of salt without disclosing the sales volume of individual producers"); (5) exchanging, directly or through the medium of the Salt Producers Association, or any other agency, the names of distributors or dealers who receive special discounts; (6) curtailing, restricting, or regulating the quantity of salt to be produced and sold by any respondent corporation by any method or means during any given period of time; and (7) doing, or causing to be done, any of the things forbidden by this order through the medium of respondents Stevenson, Jordan & Harrison, Inc., Charles R. Stevenson or D. M. Metzger, or any other corporation, firm, or individual; and (II) doing or performing any of the things forbidden by this order, or aiding, assisting or cooperating in the performance thereof, on the part of respondents Stevenson, Jordan & Harrison, Inc., and respondents Charles R. Stevenson and D. M. Metzger, as officers thereof, and on the part of their agents, etc.; prohibited, subject to the proviso that nothing in the order is to be construed as prohibiting the respondents from entering into such contracts or agreements relating to the maintenance of resale prices as are not prohibited by the provisions of an Act entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," approved July 2, 1890, (the Sherman Act) as amended. (Sec. 5, 38 Stat. 719, as amended by sec 3, 52 Stat.

112; 15 U.S.C., Sup. IV, sec. 45b) [Cease and desist order, Salt Producers Association, et al., Docket 4320, November 10, 1941]

In the Matter of Salt Producers Association, a Corporation; Avery Salt Company; Barton Salt Company; Carey Salt Company; Cayuga Rock Salt Company; Colonial Salt Company; Detroit Rock Salt Company; Diamond Crystal Salt Co., Inc.; International Salt Company; Jefferson Island Salt Company, Inc.; Hardy Salt Company; Morton Salt Company; Myles Salt Company, Ltd.; Mulkey Salt Company; Ohio Salt Company; Ruggles & Rademaker Salt Company; Saginaw Salt Products Company; Union Salt Company; Watkins Salt Company; Worcester Salt Company; American Salt Corporation; and Stevenson Corporation, a Corporation, and Its Officers, Charles R. Stevenson, T. M. Harrison, C. H. Ferris, N. M. Perris, E. G. Ackerman, A. H. Dyer, R. E. Case, F. L. Sweetser, W. R. Guthrie, A. P. Nonweiler, S. M. Hudson, R. R. Bliss, L. B. Platt, Howard Marvin, and D. M. Metzger, a Partnership, Doing Business Under the Firm Name of Stevenson, Jordan and Harrison

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 10th day of November, A. D. 1941.

This proceeding having been heard by the Federal Trade Commission on the complaint of the Commission and the answers of the corporate respondents Salt Producers Association, Avery Salt Company, Barton Salt Company, The Carey Salt Company, Cuyuga Rock Salt Company, Colonial Salt Company, Detroit Rock Salt Company, Diamond Crystal Salt Co., Inc., International Salt Company, Jefferson Island Salt Company, Inc., Hardy Salt Company, Morton Salt Company, Myles Salt Company, Ltd., Mulkey Salt Company, Ohio Salt Company, Ruggles & Rademaker Salt Company, Saginaw Salt Products Company, Union Salt Company, Watkins Salt Company, and Worcester Salt Company admitting all the material allegations of fact set forth in said complaint and waiving all intervening procedure and further hearing as to said facts; the answer of American Salt Corporation, a corporation, admitting all the material allegations of fact set forth in said complaint, certain additional facts, and waiving all intervening procedure and further hearing as to said facts; and the answer and statement of admitted facts filed by respondents Stevenson, Jordan and Harrison, Inc. (referred to in the complaint under its former name, Stevenson Corporation), a corporation, and its officers Charles R. Stevenson and D. M. Metzger, president and treasurer, respectively and its employees T. M. Harrison, C. H. Ferris, N. M. Perris, E. G. Ackerman, A. H. Dyer, R. E. Case, F. L. Sweetser, W. R. Guthrie, A. P. Nonweiler,

S. M. Hudson, R. R. Bliss, L. B. Platt, and Howard Marvin (referred to in the complaint as members of a partnership trading under the name Stevenson, Jordan and Harrison), and the order of the Commission granting the motion of respondents Stevenson, Jordan and Harrison, Inc., and its said officers and employees that the Commission receive said statement of admitted facts in lieu of taking testimony or further hearing and that the statement of admitted facts be made a part of the record in this proceeding; and the Commission having made its findings as to the facts and its conclusion that the aforesaid respondents except T. M. Harrison, C. H. Ferris, N. M. Perris, E. G. Ackerman, A. H. Dyer, R. E. Case, F. L. Sweetser, W. R. Guthrie, A. P. Nonweiler, S. M. Hudson, R. R. Bliss, L. B. Platt, and Howard Marvin, have violated the provisions of Section 5 of the Federal Trade Commission Act;

It is ordered, That the respondents Salt Producers Association, a corporation, Avery Salt Company, a corporation, Barton Salt Company, a corporation, The Carey Salt Company, a corporation, Cayuga Rock Salt Company, a corporation, Colonial Salt Company, a corporation, Detroit Rock Salt Company, a corporation, Diamond Crystal Salt Co., Inc., a corporation, International Salt Company, a corporation, Jefferson Island Salt Company, Inc., a corporation, Hardy Salt Company, a corporation, Morton Salt Company, a corporation, Myles Salt Company, Ltd., a corporation, Mulkey Salt Company, a corporation, Ohio Salt Company, a corporation, Ruggles & Rademaker Salt Company, a corporation, Saginaw Salt Products Company, a corporation, Union Salt Company, a corporation, Watkins Salt Company, a corporation, Worcester Salt Company, a corporation, American Salt Corporation, a corporation, their officers, servants, agents and employees, and Stevenson, Jordan and Harrison, Inc., Charles R. Stevenson and D. M. Metzger, respectively president and treasurer of said Stevenson, Jordan and Harrison, Inc., and their agents, servants, and employees, or any two or more of said respondents, with or without the cooperation of others not parties hereto, in connection with the offering for sale, sale, and distribution of salt in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from entering into, continuing, or carrying out, or directing, instigating, or cooperating in, any common course of action, mutual agreement, combination, or conspiracy to fix or maintain the prices of salt or curtail, restrict, or regulate the production or sale thereof, and from doing any of the following acts or things pursuant thereto:

(1) Establishing or maintaining uniform prices for salt, or uniform terms and conditions in the sale thereof, or in any manner agreeing upon, fixing, or maintaining any prices, including terms

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and conditions of sale, at which salt is to be sold;

(2) Adhering, or promising to adhere, to filed or published prices or terms and conditions of sale for salt pending the filing of changes therein with respondent Salt Producers Association, or with any other agency, or with each other;

(3) Establishing or maintaining delivered price zones, or making quotations and sales of salt upon a delivered price basis under a zone system whereby the cost of salt delivered to buyers within each respective zone is made identical at all destinations within such zone;

(4) Exchanging, directly or through the Salt Producers Association, or any other agency or clearing house, price lists, invoices, and other records of sale showing the quantity, current prices and terms and conditions of sale allowed by respondent corporations to dealers and distributors: *Provided, however,* That nothing herein shall prevent the respondent association from collecting and disseminating to the respective respondent manufacturers figures showing the total volume of sales of salt without disclosing the sales volume of individual producers;

(5) Exchanging, directly or through the medium of the Salt Producers Association, or any other agency, the names of distributors or dealers who receive special discounts;

(6) Curtailing, restricting, or regulating the quantity of salt to be produced and sold by any respondent corporation by any method or means during any given period of time;

(7) Doing, or causing to be done, any of the things forbidden by this order through the medium of respondents Stevenson, Jordan and Harrison, Inc., Charles R. Stevenson or D. M. Metzger, or any other corporation, firm, or individual.

It is further ordered, That respondents Stevenson, Jordan and Harrison, Inc., and Charles R. Stevenson and D. M. Metzger as officers thereof, and their agents, servants, and employees, do forthwith cease and desist from doing or performing any of the things forbidden by this order, or aiding, assisting, or cooperating in the performance thereof.

It is further ordered, That the respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

It is further ordered, That nothing in this order is to be construed as prohibiting the respondents from entering into such contracts or agreements relating to the maintenance of resale prices as are not prohibited by the provisions of an Act entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," approved July 2, 1890, (the Sherman Act) as amended.

It is further ordered, That for the reasons appearing in the findings as to

the facts the complaint herein be, and hereby is, dismissed as to the following respondents: T. M. Harrison, C. H. Ferris, N. M. Perris, E. G. Ackerman, A. H. Dyer, R. E. Case, F. L. Sweetser, W. R. Guthrie, A. P. Nonweiler, S. M. Hudson, R. R. Bliss, L. B. Platt, and Howard Marvin.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-8638; Filed, November 18, 1941;
12:38 p. m.]

[Docket No. 4527]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF D. WATSON & COMPANY,
ETC.

§ 3.6 (t) Advertising falsely or misleadingly—Qualities or properties of product: § 3.6 (x) Advertising falsely or misleadingly—Results: § 3.6 (y) Advertising falsely or misleadingly—Scientific or other relevant facts. Disseminating, etc., in connection with offer, etc., of respondent's medicinal preparation known as Dr. J. Lariviere's Vegetable Compound, or any other substantially similar preparation, any advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase in commerce, etc., of said preparation, which advertisements represent, directly or through inference, that said preparation constituted a competent or effective treatment for painful or irregular menstruation; that its use will strengthen the system or organs, or build up physical resistance to restlessness, nervousness, cramps, headaches, or fainting spells, or to other symptoms which may be due to female disorders; or that restlessness, nervousness, or moody spells in young women are indicative of or symptoms of dangerous periods imperiling health;

has violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondent, Fred T. Hopkins, an individual, trading as D. Watson & Company and as Colonnade Advertising Agency, or trading under any other name, his representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of his medicinal preparation known as Dr. J. Lariviere's Vegetable Compound, or any preparation of substantially similar composition or possessing substantially similar properties, whether sold under the same name or under any other name, do forthwith cease and desist from directly or indirectly:

1. Disseminating or causing to be disseminated any advertisement (a) by means of the United States mails or (b) by any means in commerce, as commerce is defined in the Federal Trade Commission Act, which advertisement represents, directly or through inference, that said preparation constitutes a competent or effective treatment for painful or irregular menstruation; that its use will strengthen the system or organs, or build up physical resistance to restlessness, nervousness, cramps, headaches, or fainting spells, or to other symptoms which may be due to female disorders; or that restlessness, nervousness, or moody spells in young women are indicative of or symptoms of dangerous periods imperiling health;

2. Disseminating or causing to be disseminated any advertisement by any means for the purpose of inducing, or which is likely to induce, directly or indirectly, the purchase in commerce, as commerce is defined in the Federal Trade Commission Act, of said preparation, which advertisement contains any of the representations prohibited in paragraph 1 hereof.

It is further ordered, That respondent shall within sixty (60) days after service upon him of this order, file with the Commission a report in writing setting forth in detail the manner and form in which he has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-8637; Filed, November 18, 1941;
12:38 p. m.]

TITLE 32—NATIONAL DEFENSE

CHAPTER VI—SELECTIVE SERVICE SYSTEM

[Order No. 21]

CASCADE LOCKS CAMP PROJECT,
ESTABLISHMENT

I, Lewis B. Hershey, Director of Selective Service, in accordance with the provisions of section 5 (g) of the Selective Training and Service Act of 1940 and pursuant to authorization and direction

contained in Executive Order No. 8675 dated February 6, 1941, hereby designate the Cascade Locks Camp project to be work of national importance. Said camp, located at Cascade Locks, Hood River County, Oregon, will be the base of operations for forestry work in the State of Oregon, and registrants under the Selective Training and Service Act, who have been classified by their local boards as conscientious objectors to both combatant and noncombatant military service and have been placed in Class IV-E, may be assigned to said camp in lieu of their induction for military service.

The work to be undertaken by the men assigned to said Cascade Locks Camp will consist of recreational development, hazard reduction, truck trail construction and fire suppression, and shall be under the technical direction of the Forest Service of the United States Department of Agriculture insofar as concerns the planning and direction of the work program. The camp, insofar as camp management is concerned, will be under the direction of approved representatives of the National Service Board for Religious Objectors. Men shall be assigned to and retained in the camp in accordance with the provisions of the Selective Service Act and Regulations and orders promulgated thereunder. Administrative and directive control shall be under the Selective Service System through the Camp Operations Division of National Selective Service Headquarters.

LEWIS B. HERSHY,
Director.

NOVEMBER 12, 1941.

[F. R. Doc. 41-8651; Filed, November 18, 1941;
2:39 p. m.]

ORDER AUTHORIZING THE STATE DIRECTOR OF SELECTIVE SERVICE OF CONNECTICUT TO ORDER ADDITIONAL OR ALTERNATIVE PHYSICAL EXAMINATIONS

By virtue of the provisions of the Selective Training and Service Act of 1940 (54 Stat. 885) and the authority vested in me by the rules and regulations prescribed by the President thereunder, and more particularly the provisions of section XLVIII of the Selective Service Regulations, I hereby authorize the State Director of Selective Service of Connecticut to direct any local board in the State of Connecticut to order registrants to appear for and submit to a physical examination by an Examining Board of the armed forces, either in addition to or in lieu of the physical examination provided for in Volume Three, "Classification and Selection."

In proceeding under this authorization, the State Director of Selective Service of Connecticut will be guided by the provisions of section XLVIII of the Selective Service Regulations. The right of all registrants to an appeal shall be preserved, and no registrant shall be ordered to report for induction on less than 10 days' notice, as provided in paragraph

415 of the Selective Service Regulations, as amended.

The State Director of Selective Service of Connecticut shall submit to the Director of Selective Service copies of plans, forms, and directives prescribed for use by him in carrying out this authorization.

LEWIS B. HERSHY,
Director.

NOVEMBER 17, 1941.

[F. R. Doc. 41-8645; Filed, November 18, 1941;
2:38 p. m.]

ORDER AUTHORIZING THE STATE DIRECTOR OF SELECTIVE SERVICE OF MAINE TO ORDER ADDITIONAL OR ALTERNATIVE PHYSICAL EXAMINATIONS

By virtue of the provisions of the Selective Training and Service Act of 1940 (54 Stat. 885) and the authority vested in me by the rules and regulations prescribed by the President thereunder, and more particularly the provisions of section XLVIII of the Selective Service Regulations, I hereby authorize the State Director of Selective Service of Maine to direct any local board in the State of Maine to order registrants to appear for and submit to a physical examination by an Examining Board of the armed forces, either in addition to or in lieu of the physical examination provided for in Volume Three, "Classification and Selection."

In proceeding under this authorization, the State Director of Selective Service of Maine will be guided by the provisions of section XLVIII of the Selective Service Regulations. The right of all registrants to an appeal shall be preserved, and no registrant shall be ordered to report for induction on less than 10 days' notice, as provided in paragraph 415 of the Selective Service Regulations, as amended.

The State Director of Selective Service of Maine shall submit to the Director of Selective Service copies of plans, forms, and directives prescribed for use by him in carrying out this authorization.

LEWIS B. HERSHY,
Director.

NOVEMBER 17, 1941.

[F. R. Doc. 41-8650; Filed, November 18, 1941;
2:40 p. m.]

ORDER AUTHORIZING THE STATE DIRECTOR OF SELECTIVE SERVICE OF MASSACHUSETTS TO ORDER ADDITIONAL OR ALTERNATIVE PHYSICAL EXAMINATIONS

By virtue of the provisions of the Selective Training and Service Act of 1940 (54 Stat. 885) and the authority vested in me by the rules and regulations prescribed by the President thereunder, and more particularly the provisions of section XLVIII of the Selective Service Regulations, I hereby authorize the State Director of Selective Service of Massachusetts to direct any local board in the

State of Massachusetts to order registrants to appear for and submit to a physical examination by an Examining Board of the armed forces, either in addition to or in lieu of the physical examination provided for in Volume Three, "Classification and Selection."

In proceeding under this authorization, the State Director of Selective Service of Massachusetts will be guided by the provisions of section XLVIII of the Selective Service Regulations. The right of all registrants to an appeal shall be preserved, and no registrant shall be ordered to report for induction on less than 10 days' notice, as provided in paragraph 415 of the Selective Service Regulations, as amended.

The State Director of Selective Service of Massachusetts shall submit to the Director of Selective Service copies of plans, forms, and directives prescribed for use by him in carrying out this authorization.

LEWIS B. HERSHY,
Director.

NOVEMBER 17, 1941.

[F. R. Doc. 41-8643; Filed, November 18, 1941;
2:37 p. m.]

ORDER AUTHORIZING THE STATE DIRECTOR OF SELECTIVE SERVICE OF NEW HAMPSHIRE TO ORDER ADDITIONAL OR ALTERNATIVE PHYSICAL EXAMINATIONS

By virtue of the provisions of the Selective Training and Service Act of 1940 (54 Stat. 885) and the authority vested in me by the rules and regulations prescribed by the President thereunder, and more particularly the provisions of section XLVIII of the Selective Service Regulations, I hereby authorize the State Director of Selective Service of New Hampshire to direct any local board in the State of New Hampshire to order registrants to appear for and submit to a physical examination by an Examining Board of the armed forces, either in addition to or in lieu of the physical examination provided for in Volume Three, "Classification and Selection."

In proceeding under this authorization, the State Director of Selective Service of New Hampshire will be guided by the provisions of section XLVIII of the Selective Service Regulations. The right of all registrants to an appeal shall be preserved, and no registrant shall be ordered to report for induction on less than 10 days' notice, as provided in paragraph 415 of the Selective Service Regulations, as amended.

The State Director of Selective Service of New Hampshire shall submit to the Director of Selective Service copies of plans, forms, and directives prescribed for use by him in carrying out this authorization.

LEWIS B. HERSHY,
Director.

NOVEMBER 17, 1941.

[F. R. Doc. 41-8644; Filed, November 18, 1941;
2:37 p. m.]

FEDERAL REGISTER, Thursday, November 20, 1941

ORDER AUTHORIZING THE STATE DIRECTOR OF SELECTIVE SERVICE OF NORTH DAKOTA TO ORDER ADDITIONAL OR ALTERNATIVE PHYSICAL EXAMINATIONS

By virtue of the provisions of the Selective Training and Service Act of 1940 (54 Stat. 885) and the authority vested in me by the rules and regulations prescribed by the President thereunder, and more particularly the provisions of section XLVIII of the Selective Service Regulations, I hereby authorize the State Director of Selective Service of North Dakota to direct any local board in the State of North Dakota to order registrants to appear for and submit to a physical examination by an Examining Board of the armed forces, either in addition to or in lieu of the physical examination provided for in Volume Three, "Classification and Selection."

In proceeding under this authorization, the State Director of Selective Service of North Dakota will be guided by the provisions of section XLVIII of the Selective Service Regulations. The right of all registrants to an appeal shall be preserved, and no registrant shall be ordered to report for induction on less than 10 days' notice, as provided in paragraph 415 of the Selective Service Regulations, as amended.

The State Director of Selective Service of North Dakota shall submit to the Director of Selective Service copies of plans, forms, and directives prescribed for use by him in carrying out this authorization.

LEWIS B. HERSHY,
Director.

NOVEMBER 17, 1941.

[F. R. Doc. 41-8647; Filed, November 18, 1941;
2:38 p. m.]

ORDER AUTHORIZING THE STATE DIRECTOR OF SELECTIVE SERVICE OF RHODE ISLAND TO ORDER ADDITIONAL OR ALTERNATIVE PHYSICAL EXAMINATIONS

By virtue of the provisions of the Selective Training and Service Act of 1940 (54 Stat. 885) and the authority vested in me by the rules and regulations prescribed by the President thereunder, and more particularly the provisions of section XLVIII of the Selective Service Regulations, I hereby authorize the State Director of Selective Service of Rhode Island to direct any local board in the State of Rhode Island to order registrants to appear for and submit to a physical examination by an Examining Board of the armed forces, either in addition to or in lieu of the physical examination provided for in Volume Three, "Classification and Selection."

In proceeding under this authorization, the State Director of Selective Service of Rhode Island will be guided by the provisions of section XLVIII of the Selective Service Regulations. The right of all registrants to an appeal shall be preserved, and no registrant shall be

ordered to report for induction on less than 10 days' notice, as provided in paragraph 415 of the Selective Service Regulations, as amended.

The State Director of Selective Service of Rhode Island shall submit to the Director of Selective Service copies of plans, forms, and directives prescribed for use by him in carrying out this authorization.

LEWIS B. HERSHY,
Director.

NOVEMBER 17, 1941.

[F. R. Doc. 41-8646; Filed, November 18, 1941;
2:38 p. m.]

ORDER AUTHORIZING THE STATE DIRECTOR OF SELECTIVE SERVICE OF SOUTH DAKOTA TO ORDER ADDITIONAL OR ALTERNATIVE PHYSICAL EXAMINATIONS

By virtue of the provisions of the Selective Training and Service Act of 1940 (54 Stat. 885) and the authority vested in me by the rules and regulations prescribed by the President thereunder, and more particularly the provisions of section XLVIII of the Selective Service Regulations, I hereby authorize the State Director of Selective Service of South Dakota to direct any local board in the State of South Dakota to order registrants to appear for and submit to a physical examination by an Examining Board of the armed forces, either in addition to or in lieu of the physical examination provided for in Volume Three, "Classification and Selection."

In proceeding under this authorization, the State Director of Selective Service of South Dakota will be guided by the provisions of section XLVIII of the Selective Service Regulations. The right of all registrants to an appeal shall be preserved, and no registrant shall be ordered to report for induction on less than 10 days' notice, as provided in paragraph 415 of the Selective Service Regulations, as amended.

The State Director of Selective Service of South Dakota shall submit to the Director of Selective Service copies of plans, forms, and directives prescribed for use by him in carrying out this authorization.

LEWIS B. HERSHY,
Director.

NOVEMBER 17, 1941.

[F. R. Doc. 41-8648; Filed, November 18, 1941;
2:38 p. m.]

ORDER AUTHORIZING THE STATE DIRECTOR OF SELECTIVE SERVICE OF VERMONT TO ORDER ADDITIONAL OR ALTERNATIVE PHYSICAL EXAMINATIONS

By virtue of the provisions of the Selective Training and Service Act of 1940 (54 Stat. 885) and the authority vested in me by the rules and regulations prescribed by the President thereunder, and more particularly the provisions of section XLVIII of the Selective Service

Regulations, I hereby authorize the State Director of Selective Service of Vermont to direct any local board in the State of Vermont to order registrants to appear for and submit to a physical examination by an Examining Board of the armed forces, either in addition to or in lieu of the physical examination provided for in Volume Three, "Classification and Selection."

In proceeding under this authorization, the State Director of Selective Service of Vermont will be guided by the provisions of section XLVIII of the Selective Service Regulations. The right of all registrants to an appeal shall be preserved, and no registrant shall be ordered to report for induction on less than 10 days' notice, as provided in paragraph 415 of the Selective Service Regulations, as amended.

The State Director of Selective Service of Vermont shall submit to the Director of Selective Service copies of plans, forms, and directives prescribed for use by him in carrying out this authorization.

LEWIS B. HERSHY,
Director.

NOVEMBER 17, 1941.

[F. R. Doc. 41-8642; Filed, November 18, 1941;
2:37 p. m.]

ORDER AUTHORIZING THE STATE DIRECTOR OF SELECTIVE SERVICE OF WYOMING TO ORDER ADDITIONAL OR ALTERNATIVE PHYSICAL EXAMINATIONS

By virtue of the provisions of the Selective Training and Service Act of 1940 (54 Stat. 885) and the authority vested in me by the rules and regulations prescribed by the President thereunder, and more particularly the provisions of section XLVIII of the Selective Service Regulations, I hereby authorize the State Director of Selective Service of Wyoming to direct any local board in the State of Wyoming to order registrants to appear for and submit to a physical examination by an Examining Board of the armed forces, either in addition to or in lieu of the physical examination provided for in Volume Three, "Classification and Selection."

In proceeding under this authorization, the State Director of Selective Service of Wyoming will be guided by the provisions of section XLVIII of the Selective Service Regulations. The right of all registrants to an appeal shall be preserved, and no registrant shall be ordered to report for induction on less than 10 days' notice, as provided in paragraph 415 of the Selective Service Regulations, as amended.

The State Director of Selective Service of Wyoming shall submit to the Director of Selective Service copies of plans, forms, and directives prescribed for use by him in carrying out this authorization.

LEWIS B. HERSHY,
Director.

NOVEMBER 17, 1941.

[F. R. Doc. 41-8649; Filed, November 18, 1941;
2:39 p. m.]

TITLE 46—SHIPPING**CHAPTER II—UNITED STATES MARITIME COMMISSION****SUBCHAPTER B—REGULATIONS AFFECTING MARITIME CARRIERS**[General Order No. 39,¹ Amended]**PART 222—STATEMENTS AND AGREEMENTS REQUIRED TO BE FILED*****Cargo and Passenger Reports To Be Filed by Common Carriers by Water***

Whereas pursuant to the authority contained in section 21 of the Shipping Act, 1916 (39 Stat. 736, 46 U. S. C. A. 820), the Commission may require any common carrier by water to file with it any periodical or special report of any facts and transactions appertaining to the business of such carrier in the form and within the time prescribed by the Commission; and

Whereas said section 21 also provides that whoever fails to file any report as required by the Commission shall forfeit to the United States the sum of \$100 for each day of such default, and whoever willfully falsifies, destroys, mutilates or alters such report or willfully files a false report shall be guilty of a misdemeanor and subject upon conviction to a fine of not more than \$1,000 or imprisonment for not more than one year, or to both such fine and imprisonment; and

Whereas by resolution of the former United States Shipping Board, passed on March 13, 1922, which is among the orders of the Board adopted and continued in effect by the Commission, every common carrier by water operating a vessel in either direction between a port in continental United States and a port in a foreign country or in any of the possessions of the United States or between a port on the Pacific Coast of continental United States and another port in continental United States not on the Pacific Coast, was ordered to file in duplicate with the Collector of Customs at the first port of entry in continental United States, on each voyage of the vessel, or at the last port of clearance therefrom, reports, on the forms prescribed, setting forth the quantity of the several kinds of goods, wares, merchandise and property forming the cargo of such vessel; and

Whereas the Commission finds it necessary that the forms of reports heretofore prescribed for use by such common carriers by water, namely, U. S. Maritime Commission Form 7801, Revised May, 1941 (Single), Cargo and Passenger Report for Vessels Entering United States Ports, and U. S. Maritime Commission Form 7802, Revised May, 1941 (Single), Cargo and Passenger Report for Vessels Clearing United States Ports be revised; It is therefore ordered, That:

§ 222.2 Revised forms of cargo and passenger reports approved. The at-

tached U. S. Maritime Commission Form 7801 Revised November 1941, Cargo and Passenger Report (Vessels Arriving at United States Ports)² and the attached U. S. Maritime Commission Form 7802, Revised November, 1941, Cargo and Passenger Report (Vessels Departing from United States Ports),³ be and they hereby are approved.*

* §§ 222.2 to 222.4, inclusive, issued under authority contained in section 21, Shipping Act, 1916 (37 Stat. 736; 46 U.S.C. 20).

§ 222.3 *Carriers required to file reports.* Every common carrier by water operating a vessel in either direction between a port in continental United States and a port in a foreign country or in any of the territories or possessions of the United States, including the Philippine Islands, is hereby ordered to file, for each voyage of the vessel, U. S. Maritime Commission Form 7801, Revised November 1941, Cargo and Passenger Report,² duly executed in duplicate and certified to in the manner indicated thereon, with the Collector of Customs at the first port of arrival in continental United States, and U. S. Maritime Commission Form 7802, Revised November 1941, Cargo and Passenger Report,² duly executed in duplicate and certified to in the manner indicated thereon, with the Collector of Customs at the last port of departure in continental United States.

In the case of an intercoastal voyage, a report on U. S. Maritime Commission Form 7801, Revised November 1941, Cargo and Passenger Report,² duly executed in duplicate and certified to in the manner indicated thereon, shall be filed with the Collector of Customs at the first port of arrival in continental United States after transiting the Panama Canal. No reports are required on U. S. Maritime Commission Form 7802 for vessels in intercoastal service.*

§ 222.4 *Time for filing.* U. S. Maritime Commission Form 7801, Revised November 1941, Cargo and Passenger Report for Vessels Arriving at United States Ports, and U. S. Maritime Commission Form 7802, Revised November, 1941, Cargo and Passenger Report for Vessels Departing from United States Ports must be filed with the Collector of Customs before midnight of the fourth full business day after arrival or departure, as the case may be, effective December 1, 1941. Forms filed with the Collectors of Customs for transmittal to the Commission, as provided herein, shall be deemed to be filed with the Commission within the meaning of section 21 of the Shipping Act, 1916.*

By order of the United States Maritime Commission.

[SEAL] W. C. PEET, Jr.,
Secretary.

OCTOBER 23, 1941.

[F. R. Doc. 41-8640; Filed, November 18, 1941;
1:15 p. m.]

² Filed with the original document. Copies of the forms of reports referred to may be obtained on request from the Collectors of Customs.

TITLE 47—TELECOMMUNICATION**CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION**

[Docket No. 5060]

PART 3—STANDARD AND HIGH FREQUENCY BROADCAST STATIONS**RULES APPLICABLE TO STATIONS ENGAGED IN CHAIN BROADCASTING**

The Commission hereby suspends the effective date of the Chain Broadcasting Regulations (§§ 3.101-3.108)¹ adopted May 2, 1941, in Docket No. 5060, as last amended October 11, 1941,² in accordance with stipulations annexed hereto (set forth below) entered into between the Commission and the plaintiffs in Civil Actions No. 16-178 and No. 16-179, brought in the District Court for the Southern District of New York to set aside those regulations.

Stipulation

It is hereby stipulated by and between all the parties by their respective counsel:

1. That counsel for all parties will cooperate to bring on for hearing on or before December 15, 1941, the Motion for Preliminary Injunction heretofore filed by plaintiffs and the defendants' Motion to Dismiss the Complaint or, in the alternative, for Summary Judgment.

2. Pending such hearing by this Court and the determination by it of plaintiffs' said Motion for Preliminary Injunction, the defendant Federal Communications Commission is suspending, and will take no steps for enforcement or application of, the Commission's Order of May 2, 1941, in Docket No. 5060, as last amended October 11, 1941, with respect to any failure by any radio station to comply with such Order.

3. Any party hereto may move before the Court to modify the terms of this stipulation to the same extent which such party would be entitled to had this stipulation been in the form of a temporary restraining order issued after hearing.

By the Commission.

[SEAL] WM. P. MASSING,
Acting Secretary.

[F. R. Doc. 41-8661; Filed, November 19, 1941;
10:38 a. m.]

TITLE 50—WILDLIFE**CHAPTER I—FISH AND WILDLIFE SERVICE****PART 29—PLAINS REGION NATIONAL WILDLIFE REFUGES****LOWER SOURIS NATIONAL WILDLIFE REFUGE,
NORTH DAKOTA**

Under authority of section 84 of the act of March 4, 1909, as amended by the act of April 15, 1924, 43 Stat. 98, the ad-

¹ 6 F.R. 2282.

² 6 F.R. 5257.

FEDERAL REGISTER, Thursday, November 20, 1941

ministration of which was transferred to the Secretary of the Interior on July 1, 1939, by Reorganization Plan No. II (53 Stat. 1431), and in extension of § 12.9 of the regulations of December 19, 1940,¹ for the administration of national wildlife refuges, the following regulations permitting and governing the hunting of deer in the Lower Souris National Wildlife Refuge, North Dakota, are made and prescribed:

§ 29.573a Lower Souris National Wildlife Refuge, North Dakota; hunting of deer. Deer may be taken during the open season prescribed therefor by the Game and Fish Department of the State of North Dakota during the calendar year 1941 on certain lands, hereinafter described of the United States within the Lower Souris National Wildlife Refuge, North Dakota, under the following special provisions, conditions, restrictions, and requirements:

(a) *Area open to hunting.* The following-described lands of the United States within the refuge shall be open to the hunting of deer: That part of the refuge south and east of Dam No. 320 except the area north of the Souris River between Dam No. 320 and the line common to secs. 29 and 30, and 31 and 32, T. 159 N., R. 76 W., 5th p. m.

(b) *Compliance with State laws and regulations.* Any person who hunts on the refuge shall have in his possession a valid hunting license issued by the State of North Dakota authorizing him to hunt deer and a permit issued by the officer in charge of the refuge authorizing him to enter the refuge. The license and permit must be exhibited upon the request of any representative of the North Dakota Game and Fish Department authorized to enforce the State game laws or of any representative of the Department of the Interior. The permittee must comply in every respect with the State laws and regulations governing the hunting of deer and must upon request of any of the aforesaid representatives exhibit for inspection all game killed by him or in his possession.

(c) *Disorderly conduct; intoxication.* No person who is visibly intoxicated will be permitted to enter upon the refuge for the purpose of hunting, and any person who indulges in any disorderly conduct on the refuge will be removed therefrom by the officer in charge and dealt with as prescribed by law.

(d) *Entry upon refuge.* Persons entering the refuge for the purpose of hunting, as permitted by these regulations, shall use such routes of travel as may be designated by suitable posting by the officer in charge and shall not otherwise enter upon the refuge.

(e) *Limitation on firearms.* Deer may be taken only by the use of rifled firearms of .25 caliber or larger, shoot-

ing a projectile of not less than one hundred grains.

(f) *Penalties.* Failure of any person hunting upon the refuge to comply with any of the conditions, restrictions, or requirements of the regulations in this section will be sufficient cause for removing such person from the refuge and for refusing him further hunting privileges on the refuge.

(g) *State cooperation in management of the shooting area.* The provisions of the regulations in this section shall be incorporated in and deemed to be a part of any agreement between the Director of the Fish and Wildlife Service and the Commissioner of the Game and Fish Department of North Dakota for the regulation, management, and operation of the shooting area established hereunder.

JOHN J. DEMPSEY,
Acting Secretary of the Interior.
NOVEMBER 6, 1941.

[F. R. Doc. 41-8658: Filed, November 19, 1941;
9:35 a. m.]

PART 91—ALASKA GAME REGULATIONS

REGULATIONS RESPECTING GAME ANIMALS, LAND FUR-BEARING ANIMALS, GAME BIRDS, NONGAME BIRDS, AND NESTS AND EGGS OF BIRDS IN ALASKA, APPROVED ON JUNE 6, 1941

Pursuant to the authority and direction contained in section 10 of the Alaska Game Law of January 13, 1925 (43 Stat. 739), as amended by acts of February 14, 1931, 46 Stat. 1111; June 25, 1938, 52 Stat. 1169; and October 10, 1940, 54 Stat. 1103, I, Oscar L. Chapman, Assistant Secretary of the Interior, upon consultation with and recommendation from the Alaska Game Commission, and having determined when, to what extent, and by what means game animals, land fur-bearing animals, game birds, nongame birds, and nests and eggs of birds may be taken, possessed, transported, bought, or sold in Alaska, do hereby amend that part of regulation 13 of the regulations respecting game animals, land fur-bearing animals, game birds, nongame birds, and nests and eggs of birds in Alaska (Circular AGC-19; 6 F.R. 2913, § 91.13, *Fur districts and open seasons and limits on land fur-bearing animals*, 50 CFR 91) specifying the open season in fur district 5 on mink, land otter, weasel (ermine), fox (red, cross, silver, white, and blue), and lynx, by inserting a semicolon in lieu of the period after the word "February" as it appears at the end of the paragraph under that subheading, and by adding thereafter the words "except that mink, land otter, and weasel (ermine) may be taken from November 16 to the last day of February in that part of fur district 5 lying south of the Unalakleet River."

In testimony whereof, I have hereunto set my hand and caused the official seal of the United States Department of the

Interior to be affixed in the city of Washington this 10th day of November 1941.

OSCAR L. CHAPMAN,
Assistant Secretary.

[F. R. Doc. 41-8657; Filed, November 19, 1941;
9:35 a. m.]

Notices

WAR DEPARTMENT.

[Contract No. W 670 ORD 1812]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: GENERAL STEEL CASTINGS CORPORATION, DELAWARE COUNTY, PA.

Contract for: Cast Armor Shields * * *

Amount: \$2,600,000.00.

Place: Philadelphia Ordnance District, Mitten Building, Philadelphia, Pa.

The supplies to be obtained under Article 1 of this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authorities ORD 20.318 P 22-30 A 1204-2 and ORD 20.318 P 22-30 A (1204).146-2, the available balances of which are sufficient to cover the cost of same.

This contract, entered into this 22d day of September 1941.

ARTICLE 1. Scope of this contract. The contractor shall furnish and deliver * * * Cast Armor Shields * * * for the consideration stated of two million, six hundred thousand dollars (\$2,600,000.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

ART. 2. Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

ART. 5. Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

ART. 8. Payments. The contractor shall be paid, upon the submission of properly certified, invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Payments will be made on partial deliveries accepted by the Government when requested by the contrac-

¹ Approved by the Chief of Ordnance October 24, 1941.

tor, whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

ART. 22. *Termination for convenience of the Government.* Should conditions arise which, in the opinion of the Secretary of War, make it desirable that the contract be terminated, the Government may, at any time after the commencement of performance by the Contractor, terminate this contract in whole or in part by a notice in writing from the Contracting Officer to the Contractor that the contract is terminated under this Article.

ART. 27. *Quantities.* The Government reserves the right to increase the quantity of this contract by * * * units at the unit price specified in Article 1, such option to be exercised by the Contracting Officer prior to * * *.

This contract is authorized by the following laws: The act of July 2, 1940 (Public No. 703, 76th Congress) as continued in effect by The Act of Congress approved June 30, 1941 (Public No. 139, 77th Congress).

FRANK W. BULLOCK,
Lt. Col., Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-8652; Filed, November 19, 1941;
9:33 a. m.]

[Contract No. W 669 qm-13468; O. I. No. 1919]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: AMERICAN WOOLEN COMPANY;
NEW YORK, NEW YORK

Contract for: Blankets, Wool, Olive Drab * * *.

Amount: \$2,738,363.60.

Place: Philadelphia Quartermaster Depot, Philadelphia, Pa.

This contract, entered into this thirtieth day of September 1941.

Scope of this contract. The contractor shall furnish and deliver * * * Blankets, Wool, Olive Drab for the consideration stated totaling two million, seven hundred thirty-eight thousand, three hundred sixty-three dollars and sixty cents (\$2,738,363.60) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

cified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority QM 323 P 11-30 A 0515-2 the available balance of which is sufficient to cover cost of same.

This contract authorized under provisions of Section 1 (a) of the Act of July 2, 1940 (Public No. 703, 76th Congress, as continued in effect by Section 9, Public No. 139—77th Congress).

FRANK W. BULLOCK,
Lt. Col., Signals Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-8653; Filed, November 19, 1941;
9:33 a. m.]

QM 323 P 11-30 A 0515-2 the available balance of which is sufficient to cover cost of same.

This contract authorized under provisions of section 1 (a) of the Act of July 2, 1940 (Public No. 703, 76th Congress, as continued in effect by Section 9, Public No. 139—77th Congress).

FRANK W. BULLOCK,
Lt. Col., Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-8654; Filed, November 19, 1941;
9:33 a. m.]

[Contract No. W-ORD-540]

SUMMARY OF COST-PLUS-A-FIXED-FEE
NEW ORDNANCE FACILITY CONSTRUCTION
CONTRACT LEASE OF GOVERNMENT-
OWNED PLANT AND FIXED-PRICE (LUMP-
SUM) OPERATION CONTRACT

CONTRACTOR: TENNESSEE COPPER COMPANY,
NEW YORK, NEW YORK

Contract¹ for: Furnishing management service (including subcontracts for architect-engineer services and construction of a new ordnance facility and installation of equipment therein) and procuring production equipment on a cost-plus-a-fixed-fee basis; acquisition of site; leasing the new ordnance facility; and operating the same for the manufacture of sulphuric acid at 40% Oleum, on a fixed-price (lump-sum) basis.

Place: Near Copperhill, Tennessee.
Fixed-price (lump-sum) for acquisition of site under Title I: \$200,000.

Estimated cost of management service (including cost of architect-engineer and construction subcontracts): \$759,329.00.

Fixed-fee for management service under title II: \$1,000.

Estimated cost of procuring equipment under Title III: \$1,302,000.00.

Fixed-fee for procuring equipment under title III: \$1,000.

Rental for lease of Government-owned plant under title VI: \$1,00.

Total net contract price (after estimated credits) for * * * tons 40% Oleum under Title VII (excluding freight estimated at * * *): \$372,915.00 (optional).

The new ordnance facility, services and supplies to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same:

ORD 27090 P2-99 A0141-02
ORD 27091 P2-99 A0141-02
ORD 51231 P531 A0025-13

This contract, entered into this 19th day of September 1941.

TITLE I—Acquisition of Site

ARTICLE I-A. *Acquisition of site.* In consideration of the sum of two hundred

¹ Approved by the Under Secretary of War October 6, 1941.

dollars (\$200.00) in cash, to be paid to the Contractor by the Government, the Contractor agrees to convey to the Government by deed or deeds satisfactory to the Contracting Officer that certain tract of land near Copperhill, Tennessee, outlined on the map of the layout of the Plant filed in the offices of the Chief of Ordnance and The Quartermaster General.

ART. I-B. Payment. The consideration of two hundred dollars (\$200.00) provided in Article I-A of this Title I shall be paid to the Contractor upon the receipt and approval by the Contracting Officer of a deed or deeds as above-mentioned duly executed by the Contractor.

TITLE II—Management Service

ART. II-A. Description of new ordnance facility. 1. The new ordnance facility, hereinafter referred to as the "Plant", and designated as East Tennessee Ordnance Works, shall comprise a plant at or near Copperhill, Tennessee, for the production of Sulphuric Acid as 40% Oleum (hereinafter referred to as "Oleum"), having an estimated average daily capacity, based on working twenty-four hours per day, of * * * tons of 40% Oleum.

2. Said Plant, for use in connection with a part of Contractor's existing facilities, shall consist of the necessary buildings and structures, together with necessary utilities and appurtenances thereto, and all equipment necessary or appropriate in and about a plant for the production of 40% Oleum of the capacity above stated, when used in connection with a part of Contractor's existing facilities.

3. Said Plant shall conform, insofar as is practicable, with typical designs, drawings, specifications, details, standards or instructions which are on file in the offices of the Chief of Ordnance and The Quartermaster General and which shall be promptly furnished to the Contractor or which will be furnished hereafter by the Contracting Officer.

ART. II-B. Statement of work. 1. The Contractor shall, in the shortest reasonable time, furnish the labor, materials, tools, machinery, equipment, facilities, utilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of a Plant of the type and capacity described in Article II-A hereof.

2. In the performance of the work described in Section 1 of this Article II-B, the Contractor shall:

a. Furnish management service covering supervision, direction and control of the designing (including designing of the production equipment), engineering and construction (including the installation of the production equipment) of the Plant, and subject to the approval of the Contracting Officer, establish, equip and maintain adequate guard and fire fighting forces.

b. Subcontract, on forms prescribed by The Quartermaster General, for Archi-

tect-Engineer services covering design (including necessary design of production equipment) and engineering and subcontract for the construction (including the installation of production equipment) of the Plant, with subcontractors selected by The Quartermaster General and approved by the Contractor.

4. The Government shall furnish the Contractor such available schedules of preliminary data, layout sketches, and other available information respecting sites, topography, soil conditions, outside utilities and equipment, and shall make available to the Contractor such Government designs, drawings, specifications, details, standards and safety practices as are on hand in the offices of the Chief of Ordnance and The Quartermaster General and are applicable to the design, construction, and equipping of the said Plant.

5. All of the Contractor's notes and other data concerning the design, construction and equipping of the Plant shall become the property of the Government.

ART. II-C. Estimates. 1. It is estimated that the total cost of the work under this Title II will be approximately seven hundred fifty-nine thousand three hundred twenty-nine dollars (\$759,329.00), including the cost of all subcontracts but excluding the Contractor's fee and the procurement of production equipment provided for in Title III hereof.

ART. II-D. Consideration. As consideration for its undertaking under this Title II the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title IV.

2. A fixed-fee in the amount of One Dollar (\$1.00) which shall constitute complete compensation for the Contractor's services, including profit, and all general overhead.

TITLE III—Procurement of Production Equipment

ART. III-A. Statement of work. 1. The Contractor shall, in the shortest reasonable time, determine the production equipment requirements for the Plant and shall, subject to the approval of the Contracting Officer, thereupon proceed to do all things necessary and incident to the procurement of the production equipment required, by subcontract or otherwise.

ART. III-B. Estimates. It is estimated that the total cost under this Title III will be approximately one million three hundred two thousand dollars (\$1,302,000.00), exclusive of the Contractor's fixed-fee.

ART. III-C. Consideration. As consideration for its undertaking under this Title III the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title IV.

2. A fixed-fee in the amount of one dollar (\$1.00), which shall constitute complete compensation for the Contractor's services.

TITLE IV—Cost of the Work Under Titles II and III and Payment Therefor

The provisions of this Title IV shall relate only to the work to be performed under Titles II and III of this contract.

ART. IV-B. Payments—Reimbursement for cost. 1. The Government will currently reimburse the Contractor for expenditures made in accordance with Article IV-A of this Title IV, upon certification and delivery to and verification by the Contracting Officer of the original signed payrolls for labor, received invoices for materials, equipment, etc., or other evidence satisfactory to the Contracting Officer. Reimbursement will be made as promptly as possible, generally weekly, but may be made at more frequent intervals if the conditions so warrant. All payments made under this paragraph a of Section 1 shall be subject to the provisions of Article IV-C.

Payment of the fixed-fees. 2. a. The fixed-fee of one dollar (\$1.00) provided for in Article II-D shall be paid upon the completion of the work provided therein.

b. The fixed-fee of one dollar (\$1.00) provided for in Article III-C shall be paid upon the completion of the work provided therein.

Final payment. 4. Upon completion of the work under Titles II and III of its final acceptance in writing by the Contracting Officer, the Government shall pay to the Contractor the unpaid balance of the cost of the work determined under Title IV hereof, and of the fees.

ART. IV-C. Advances. At any time, and from time to time, after the execution of this contract, the Government, at the request of the Contractor, and subject to the approval of the Chief of Ordnance as to the necessity therefor, shall advance to the Contractor without payment of interest thereon by the Contractor, a sum or sums not in excess of thirty percent (30%) of the estimated cost of the work.

TITLE V—Provisions Applicable to Titles I, II and III

ART. V-B. Changes. The Contracting Officer may at any time after consultation with the Contractor, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by this contract.

ART. V-C. Title. The title to all work, completed or in the course of construction, preparation or manufacture shall be in the Government. Likewise, upon delivery at the site of the work, at an approved storage site or other place approved by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies, for which the Contractor shall be entitled to be reimbursed

under Title IV hereof shall vest in the Government.

ART. V-H. Termination by Government. The Government may terminate this contract, at any time prior to the completion of the work under Titles I, II and III hereof, by a notice in writing from the Contracting Officer to the Contractor.

Title VI—Lease of Government-Owned Plant

ART. VI-A. Subject matter. The Government hereby leases to the Contractor, subject to the provisions and conditions hereof, the land and the buildings, improvements, machinery and appurtenances thereunto belonging, on said lands referred to in Title I, herein referred to as the Plant.

The Contractor shall maintain adequate guard and fire fighting forces for the protection of the Plant during the term of this lease.

ART. VI-C. Rental. The Contractor agrees to pay to the Government in advance, as rental for the term herein created, the sum of one dollar (\$1.00).

ART. VI-E. Termination. In the event of termination of the work under Title VII of this contract in accordance with the terms of Article VII-G of Title VII hereof, or upon complete performance of this contract by the Contractor, this lease shall terminate, and subject to the provisions of section 2 of Article VI-A hereof, the property hereby leased shall be returned to the Government in as good condition as when received by the Contractor, ordinary wear and tear excepted.

TITLE VII—Fixed-Price (Lump-Sum) Supply (Optional)

ART. VII-A. Statement of work. 1. The obligation of the Contractor to proceed with the work under this Title VII shall be conditioned upon receipt by the Contractor of notice in writing from the Contracting Officer so to do.

2. Upon receipt by the Contractor of the notice provided in Section 1 immediately preceding, the Contractor shall proceed with the preparation for operation and operation of the Plant for the production of an initial quantity of * * * tons of Oleum; it being estimated that said initial quantity shall be produced at an approximately uniform rate over a period of * * * months operation of the Plant.

3. Upon written notice to the Contractor not less than * * * days before the anticipated completion of the operation provided for in section 2 next above, the Government may, at its option, authorize the continued operation of the Plant for the production of an additional quantity.

ART. VII-C. Prices. The Government agrees to pay to the Contractor for each * * * pounds of 40% Oleum inspected and accepted in accordance with the provisions of this Title VII the sum of * * * dollars.

ART. VII-E. Changes. The Contracting Officer may at any time, by a written order, and without notice to the sureties make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

ART. VII-G. Termination of work under Title VII. If, in the opinion of the Contracting Officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the Contractor be not in default, by a notice in writing relative thereto from the Contracting Officer to the Contractor.

This contract is authorized by the following laws: The Act of July 2, 1940 (Public, No. 703, 76th Congress) and the Act of June 30, 1941 (Public, No. 139, 77th Congress).

FRANK W. BULLOCK,
Lt. Col., Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-8655; Filed, November 19, 1941;
9:34 a. m.]

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. B-62]

IN THE MATTER OF J. E. DICKINSON AND S. E. TIGERT, PARTNERS, DOING BUSINESS AS DICKINSON FUEL COMPANY, REGISTERED DISTRIBUTOR, REGISTRATION NO. 2323, RESPONDENT

ORDER EXTENDING TIME TO FILE ANSWER POSTPONING HEARING AND REDESIGNATING EXAMINER

The above-entitled matter having been scheduled for hearing at 10 o'clock in the forenoon of November 18, 1941, in the hearing room of the Bituminous Coal Division at McAlester, Oklahoma; and

J. E. Dickinson, Dallas, Texas; G. W. McNabb, Catoosa, Okla.; Harry V. Hoover, Wilburton, Okla.; Louie Messina, McAlester, Okla.; Oscar Gore, Wilburton, Okla.; R. E. Taylor, Henryetta, Okla.; R. H. Reeves, Briartown, Okla.; O. O. Traughber, Pittsburg, Okla.; E. E. Baskin, Savannah, Okla.; and J. L. Stubblefield, Savannah, Okla.; heretofore having been duly served with subpoenae requiring each of them to testify and give evidence in the above-entitled matter and to produce and bring with each of them certain books and records; and

The respondent having filed a motion dated November 10, 1941, to extend the time within which to file an answer to said Notice of and Order for Hearing to November 17, 1941, and to postpone the hearing from November 18, 1941, to November 21, 1941, and respondent having later on November 12, 1941, before the motion referred to above could be acted

upon, filed a second motion for a postponement of said hearing until December 8, 1941; and

The Director deeming it advisable to grant an extension of time to file an answer and postpone said hearing to December 8, 1941;

Now, therefore, it is ordered, That the time within which the respondent may file an answer herein with the Division be and the same hereby is extended to and including November 24, 1941; and

It is further ordered, That the hearing in the above-entitled matter be and the same hereby is postponed from 10 o'clock in the forenoon of November 18, 1941, to 9 o'clock in the forenoon of December 8, 1941, in the hearing room of the Bituminous Coal Division, at the District Court Room, McAlester, Oklahoma.

It is further ordered, That Scott A. Dahlquist or any other officers of the Bituminous Coal Division designated by the Director thereof for that purpose shall preside at the hearing in the above-entitled matter, vice Joseph D. Dermody; and

It is further ordered, That J. E. Dickinson, Dallas, Texas; G. W. McNabb, Catoosa, Okla.; Harry V. Hoover, Wilburton, Okla.; Louie Messina, McAlester, Okla.; Oscar Gore, Wilburton, Okla.; R. E. Taylor, Henryetta, Okla.; R. H. Reeves, Briartown, Okla.; O. O. Traughber, Pittsburg, Okla.; E. E. Baskin, Savannah, Okla.; and J. L. Stubblefield, Savannah, Okla.; appear before the designated officers at the latter named place of hearing at 9 o'clock in the forenoon of December 8, 1941, as theretofore directed in said subpoenae.

Dated: November 18, 1941.

[SEAL]

H. A. GRAY,
Director.

[F. R. Doc. 41-8660; Filed, November 19, 1941;
10:24 a. m.]

General Land Office.

STOCK DRIVEWAY WITHDRAWAL NO. 19, WYOMING NO. 4, REDUCED

Departmental order of May 16, 1918, withdrawing certain lands in Wyoming for stock driveway purposes under section 10 of the act of December 29, 1916, as amended by the act of January 29, 1929, 39 Stat. 865, 45 Stat. 1144, 43 U.S.C. 300, is hereby revoked so far as it affects the following-described lands:

SIXTH PRINCIPAL MERIDIAN
T. 41 N., R. 61 W.,
Sec. 33, SE $\frac{1}{4}$,
Sec. 34, SW $\frac{1}{4}$,
aggregating 320 acres.

OSCAR L. CHAPMAN,
Assistant Secretary of the Interior.

NOVEMBER 6, 1941.

[F. R. Doc. 41-8656; Filed November 19, 1941;
9:35 a. m.]

DEPARTMENT OF LABOR.

Wage and Hour Division.

NOTICE OF ISSUANCE OF SPECIAL CERTIFICATES FOR THE EMPLOYMENT OF LEARNERS UNDER THE FAIR LABOR STANDARDS ACT OF 1938

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum rate applicable under section 6 of the Act are issued under section 14 thereof and § 522.5 (b) of the Regulations issued thereunder (August 16, 1940, 5 F.R. 2862) to the employers listed below effective September 20, 1941.

The employment of learners under these Certificates is limited to the terms and conditions as designated opposite the employer's name. These Certificates are issued upon the employers' representations that experienced workers for the learner occupations are not available for employment and that they are actually in need of learners at subminimum rates in order to prevent curtailment of opportunities for employment. The Certificates may be cancelled in the manner provided for in the Regulations and as indicated on the Certificate. Any person aggrieved by the issuance of these Certificates may seek a review or reconsideration thereof.

NAME, AND ADDRESS OF FIRM, PRODUCT, NUMBER OF LEARNERS, LEARNING PERIOD, LEARNER WAGE, LEARNER OCCUPATIONS, EXPIRATION DATE

S. Heinemann, 816 Front Street, Newport, Arkansas; Buttons; 5 learners; 8 weeks for any one learner; 25 cents per hour; Button Blank Cutter; January 29, 1942.

Louisville Lamp Company, Louisville, Kentucky; Lamp Shades; 10 learners; 320 hours for any one learner; 35 cents per hour; Hand Sewing; January 31, 1942.

Signed at Washington, D. C., this 19th day of November 1941.

MERLE D. VINCENT,
Authorized Representative
of the Administrator.

[F. R. Doc. 41-8668; Filed, November 19, 1941;
11:47 a. m.]

NOTICE OF ISSUANCE OF SPECIAL CERTIFICATES FOR THE EMPLOYMENT OF LEARNERS UNDER THE FAIR LABOR STANDARDS ACT OF 1938

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum wage rate applicable under section 6 of the Act are issued under section 14 thereof, Part 522 of the Regulations issued thereunder (August 16, 1940, 5 F.R. 2862) and the Determination and Order or Regulation listed below and published in the FEDERAL REGISTER as here stated.

Apparel Learner Regulations, September 7, 1940 (5 F.R. 3591).

Men's Single Pants, Shirts and Allied Garments and Women's Apparel Industries, September 23, 1941 (6 F.R. 4839).

Artificial Flowers and Feathers Learner Regulations, October 24, 1940 (5 F.R. 4203).

Glove Findings and Determination of February 20, 1940, as amended by Administrative Order of September 20, 1940 (5 F.R. 3748).

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530).

Independent Telephone Learner Regulations, September 27, 1940 (5 F.R. 3829).

Knitted Wear Learner Regulations, October 10, 1940 (5 F.R. 3982).

Millinery Learner Regulations, Custom Made and Popular Priced, August 29, 1940 (5 F.R. 3392, 3393).

Textile Learner Regulations, May 16, 1941 (6 F.R. 2446).

Woolen Learner Regulations, October 30, 1940 (5 F.R. 4302).

Notice of Amended Order for the Employment of Learners in the Cigar Manufacturing Industry, July 29, 1941 (6 F.R. 3753).

The employment of learners under these Certificates is limited to the terms and conditions as to the occupations, learning periods, minimum wage rates, et cetera, specified in the Determination and Order or Regulation for the industry designated above and indicated opposite the employer's name. These Certificates become effective November 20, 1941. The Certificates may be cancelled in the manner provided in the Regulations and as indicated in the Certificates. Any person aggrieved by the issuance of any of these Certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, INDUSTRY, PRODUCT, NUMBER OF LEARNERS AND EXPIRATION DATE

The following certificates at the rate of 75% of the applicable hourly minimum wage.

Apparel

Addison Underwear Company, Inc., 112 Madison Avenue, New York, N. Y.; Slips, Gowns; 6 learners (T); March 5, 1942.

Amity Manufacturing Co., Inc., Boyertown, Pennsylvania; Pants, Overalls, Work Aprons; 10 learners (T); November 20, 1942.

B. C. Undergarment Company, Strawberry Avenue, Bloomsburg, Pennsylvania; Slips and Nightgowns; 4 learners (T); November 20, 1942.

B. G. Garment Company, 630 Congdon Avenue, Elgin, Illinois; Dresses and Slacks; 10 percent (T); November 20, 1942.

Becker Dress, Incorporated, 113 Water Street, Baltimore, Maryland; Dresses; 10 percent (T); November 20, 1942.

J. H. Bonch Company, 1100 South Jefferson Davis Parkway, New Orleans,

Louisiana; Shirts and Pants; 10 percent (T); November 20, 1942.

Brownstown Manufacturing Company, Brownstown, Pennsylvania; Ladies' Princess Slips; 10 percent (T); November 20, 1942.

Century Manufacturing Company, 600 Columbus Street, Alexandria, Virginia; Work Shirts; 10 learners (T); November 20, 1942.

Cherni Manufacturing Company, Inc., 911 Broadway, Kansas City, Missouri; Ladies' Sportswear; 15 learners (E); March 19, 1942.

Cliffside Garment Company, 510 22d Street, Union City, New Jersey; Cotton Uniforms; 10 percent (T); November 20, 1942.

Elizabeth Shirt Company, 701 Spring Street, Elizabeth, New Jersey; Shirts, Pajamas, Polo Shirts; 10 percent (T); November 20, 1942. (This certificate replaces one issued bearing expiration date of April 7, 1942.)

Emmaus Shirt Company, Inc., Meyer & Elm Streets, Emmaus, Pennsylvania; Dress and Sport Shirts; 10 percent (T); November 20, 1942.

Elias Epstein, 158 Bullard Street, New Bedford, Massachusetts; Ladies' Gowns, Pajamas & Housecoats; 10 learners (T); March 5, 1942.

Essex Manufacturing Company, 620 Franklyn Avenue, Baltimore, Maryland; Work Pants; 10 learners (T); November 20, 1942.

Fawn Grove Manufacturing Company, Market Street, Fawn Grove, Pennsylvania; Work Pants, Overalls & Dungarees, Work Shirts; 10 percent (T); November 20, 1942.

The Fessenden Shirt Company, Inc., 9-11 Field Court, Kingston, New York; Shirts; 10 percent (T); November 20, 1942.

Figure Builder Foundations, Inc., 683 Broadway, New York, N. Y.; Corsets & Girdles; 10 percent (T); March 5, 1942.

H. N. Firstman, St. Michaels, Maryland; Men's Pajamas; 5 learners (T); November 20, 1942.

Fredericksburg Shirt Company, 402 Willis Street, Fredericksburg, Virginia; Work Shirts; 10 learners (T); November 20, 1942.

Goldstein & Levin, 232 Levergood Street, Johnstown, Pennsylvania; Dresses; 10 percent (T); November 20, 1942.

C. F. Hathaway Company, Waterville, Maine; Men's Shirts; 10 percent (T); November 20, 1942.

Imperial Manufacturing Company, 524 Broadway, New York, N. Y.; Bandeaux, Girdles, Corselettes; 10 percent (T); March 5, 1942.

Irwin Manufacturing Company, Highland Street, New Albany, Mississippi; Sport Shirts, Work Shirts; 10 percent (T); November 20, 1942.

Junal Dress Company, 148 Middle Street, Portland, Maine; Dresses; 10 percent (T); November 20, 1942.

Kingsley Fashions, Inc., 38 Broadway, Kingston, New York; Dresses; 10 learners (T); May 20, 1942.

Knothe Brothers Company, Inc., 3605 Hickory Avenue, Baltimore, Maryland; Men's Pajamas; 10 percent (T); November 20, 1942.

Kurtzman Brothers, 4529 East 49th Street, Los Angeles, California; Men's Suits, Coats, Trousers; 5 percent (T); November 20, 1942.

LaParee Undergarment Company, Inc., 5 Johnson Avenue, Matawan, New Jersey; Children's Underwear; 10 learners (T); November 20, 1942.

LaParee Undergarment Company, Inc., 12 South Wood Avenue, Linden, New Jersey; Children's Underwear; 10 percent (T); November 20, 1942.

LaParee Undergarment Company, Inc., 26 Exchange Place, Jersey City, New Jersey; Children's Underwear; 10 percent (T); November 20, 1942.

Lerner Blouse Company, 40 North Sixth Street, Philadelphia, Pennsylvania; Ladies' Blouses and Sportswear; 10 percent (T); November 20, 1942.

Lesnow Brothers Manufacturing Company, 48 Pleasant Street, Easthampton, Massachusetts; Shirts, Pants; 10 percent (T); November 20, 1942.

Louis Levy, 114 Main Street, Ravana, New York; Blouses; 3 learners (T); November 20, 1942.

S. Liebovitz and Sons, Inc., York and Factory Streets, Mechanicsburg, Pennsylvania; Men's & Boys' Pajamas; 10 percent (T); November 20, 1942.

Lustberg, Nast and Company, Inc., 6th Avenue and Mifflin Streets, Lebanon, Pennsylvania; Mackinaws and Jackets; 5 percent (T); November 20, 1942.

Lustberg, Nast and Company, Inc., 6th Avenue and Mifflin Streets, Lebanon, Pennsylvania; Men's Dress Shirts; 10 percent (T); November 20, 1942.

Macanray Company, Inc., 48 East 21st Street, New York, N. Y.; Washable Service Apparel; 5 learners (T); March 5, 1942.

Melbern-Schild, Inc., 114 E. 25th Street, New York, New York; Ladies' Cotton Underwear; 10 percent (T); March 5, 1942.

Monarch Wash Suit Company, Prospect Street, New Bedford, Massachusetts; Boys' Outerwear; 10 percent (T); November 20, 1942.

Mt. Aetna Manufacturing Company, Mt. Aetna, Pennsylvania; Cotton Sport Shirts; 5 learners (T); November 20, 1942.

Nuckasee Manufacturing Company, 121 West Broad Street, Greenville, South Carolina; Shirts and Union Suits; 10 percent (T); November 20, 1942.

Oakdale Manufacturing Company, Gate City, Virginia; Shirts; 82 learners (E); April 9, 1942.

Oberman and Company, Fayetteville, Arkansas; Separate Pants & Shirts; 10 percent (T); November 20, 1942.

Perfect Neglige Company, 16 East 34th Street, New York, N. Y.; Negligees,

Lounging Pajamas; 10 percent (T); March 5, 1942.

The Poisefair Company, Inc., 44 East 32nd Street, New York, N. Y.; Girdles and Brassieres; 10 percent (T); March 5, 1942.

The Pyke Manufacturing Company, 154 West 2nd South, Salt Lake City, Utah; Overalls, Work Pants, Ladies' Sportswear; 10 learners; November 20, 1942. (This certificate replaces one issued bearing expiration date of February 3, 1942.) (T)

The Pyke Manufacturing Company, 154 West 2nd South, Salt Lake City, Utah; Overalls, Work Pants, Ladies' Sportswear; 6 learners (E); April 9, 1942.

R & R Garment Company, 119 Church Avenue, Ephrata, Pennsylvania; Slips; 10 percent (T); November 20, 1942.

Reliable Kimono Company, Inc., 2395 Pacific Street, Brooklyn, New York; Gowns, Housecoats, Pajamas, Bloomers and Panties; 4 learners; (T); April 9, 1942.

D. Rosenberg Sons, Inc., 314 Market Street, Newark, New Jersey; Lingerie; 6 learners (T); April 9, 1942.

Joseph Rosenberg Company, 46 Garvey Street, Everett, Massachusetts; Dresses; 10 learners (T); April 9, 1942.

Samson, Polay and Goodman, 3111 W. Allegheny Avenue, Philadelphia, Pennsylvania; Cotton Dresses; 19 learners (T); November 20, 1942.

Schindel-McDaniels Company, Inc., 6 N. Tennessee Street, Cartersville, Georgia; Tufted Bedspreads; 35 learners (T); November 20, 1942. (Chenille Housecoats)

Sherman Manufacturing Company, 578 Forest Street, Orange, New Jersey; Dresses; 10 percent (T); November 20, 1942.

Slatington Dress Company, Inc., Cherry Street, Slatington, Pennsylvania; Dresses; 10 learners; (T); November 20, 1942.

Smith Brothers, Webb City, Missouri; Shirts and Playsuits; 10 percent (T); November 20, 1942.

George B. Smith and Company, 25 Foster Street, Worcester, Massachusetts; Uniforms for Hotel Waitresses and Nurses, Shirts; 3 learners; (T); November 20, 1942.

South Jersey Underwear Company, Inc., 12 E. 12th Street, New York, N. Y.; Children's Underwear and Pajamas; 3 learners (T); March 5, 1942.

Star Clothing Company, Inc., 216 Wallabout Street, Brooklyn, New York; Children's Mackinaws; 5 learners (T); March 19, 1942.

Star Garter Company, 529 S. Franklin Street, Chicago, Illinois; Girdles and Brassieres, Infants' Flannelette Wear, Rubber Baby Pants; 10 learners (T); November 20, 1942.

Sterling Garment Corporation, 301 W. Wallace Street, Sterling, Illinois; Men's Work Pants; 10 percent (T); November 20, 1942.

Style-Craft Lingerie Company, 127 East 9th Street, Los Angeles, California; Ladies' Shirts, Blouses and Lingerie; 5 learners (T); November 20, 1942.

Sun Manufacturing Company, 12th and Penn Streets, St. Joseph, Missouri; Cotton Work Shirts; 10 percent (T); November 20, 1942.

Super Form Brassiere, Inc., 598 Broadway, New York, N. Y.; Brassieres, Bathing Trunks; 10 percent (T); March 5 1942.

Superior Sewing Company, 239 North George Street, York, Pennsylvania; Dress and Sport Shirts; 5 learners (T); November 20, 1942.

Thompsonstown Manufacturing Company, Thompsonstown, Pennsylvania; Pajamas, Nightgowns; 5 learners (T); November 20, 1942.

Annis B. Tribe, Contractor, Inc., 378 1/2 23rd Street, Ogden, Utah; Aprons & Dresses; 5 learners (T); November 20, 1942.

Trimount Athletic Underwear Company, 84-86 Essex Street, Boston, Massachusetts; Men's & Boys' Sportswear and Pajamas; 5 learners (T); May 20, 1942.

Valmor Undergarment Company, 118-9th Street, Passaic, New Jersey; Slips Nightgowns; 10 percent (T); November 20, 1942.

The Van Wert Manufacturing Company, 201-203 East Main Street, Van Wert, Ohio; Overalls, Coversuits, Utility Jackets, Work Shirts; 10 percent (T); November 20, 1942.

Vido Manufacturing Corporation, 38 West 21st Street, New York, N. Y.; Underwear, Slips; 10 learners (T); March 5, 1942.

Watson Shirt Company, Barclay Street, Salisbury, Maryland; Men's Dress Shirts; 10 percent (T); November 20, 1942.

Weaver Pants Corporation, Foote and Polk Streets, Corinth, Mississippi; Single Pants; 50 learners (T); November 20, 1942.

Wexler, 725 Arch Street, Philadelphia, Pennsylvania; Blouses & Dresses; 5 learners (T); November 20, 1942.

White Swan Uniforms, Inc., 856 Broad Street, Bridgeport, Connecticut; White Cotton Uniforms; 10 percent (T); November 20, 1942.

H. Woolf and Company, Inc., 529 S. Franklin Street, Chicago, Illinois; Washable Service Apparel; 5 learners (T); November 20, 1942.

Gloves

The Chippewa Glove Company, Chippewa Falls, Wisconsin; Work Gloves; 5 learners (T); November 20, 1942.

Hanover Glove Company, Inc., 2-6 Exchange Place, Hanover, Pennsylvania; Leather Dress and Work Gloves; 4 learners (T); November 20, 1942.

Joseph A. Milstein Company, 104 Fuller Street, Schenectady, New York; Knit Wool Gloves; 10 percent (T); May 20, 1942.

Nation-Wide Manufacturing Company, Pontiac, Illinois; Work Gloves; 25 learners (E); May 20, 1942.

Hosiery

Alabama Hosiery Mills, Inc., 6th Avenue and 11th Street, Decatur, Alabama; Full Fashioned Hosiery; 10 percent (T); November 20, 1942. (This certificate replaces one issued bearing expiration date of July 24, 1942.)

Baker-Cammack Hosiery Mills, Inc., Webb Avenue, Burlington, North Carolina; Seamless Hosiery; 5 percent (T); November 20, 1942.

Bales Hosiery Corporation, 2562 Eng-hills Street, High Point, North Carolina; Seamless Hosiery; 4 learners (T); November 20, 1942.

Barber Hosiery Mills, Inc., Mount Airy, North Carolina; Seamless Hosiery; 5 percent (T); November 20, 1942.

Belmont Hosiery Mills, Incorporated, 117 Chronicle Street, Belmont, North Carolina; Seamless Hosiery; 5 percent (T); November 20, 1942.

Dayton Hosiery Mills, Dayton, Tennessee; Seamless Hosiery; 12 learners (E); July 20, 1942.

Elizabeth City Hosiery Company, Skinner Avenue, Elizabeth City, North Carolina; Seamless and Full Fashioned Hosiery; 5 percent (T); November 20, 1942.

Galax Knitting Company, Inc., Virginia Street, Galax, Virginia; Seamless Hosiery; 10 percent (T); November 20, 1942.

Grace Hosiery Mills, Inc., Tucker Street, Burlington, North Carolina; Seamless Hosiery; 5 learners (T); November 20, 1942.

Granite Hosiery Mills, Granite Falls, North Carolina; Seamless Hosiery; 5 learners (T); November 20, 1942.

Guilford Hosiery Mills, Inc., 706 Grimes Street, High Point, North Carolina; Seamless Hosiery; 5 percent (T); November 20, 1942.

Hub Hosiery Mills, Perkins Street, Lowell, Massachusetts; Seamless Hosiery; 5 percent (T); November 20, 1942.

Jackson Hosiery Mills, Inc., English Street, High Point, North Carolina; Seamless Hosiery; 5 learners (T); November 20, 1942.

J. H. Kissinger Knitting Company, Inc., Martin Street, Millersburg, Pennsylvania; Seamless Hosiery; 5 learners (T); November 20, 1942.

Lawler Hosiery Mills, 53 Bradley Street, Carrollton, Georgia; Seamless Hosiery; 5 percent (T); November 20, 1942.

William G. Leininger Knitting Company, Inc., Fritztown, Sinking Spring, Pennsylvania; Seamless Hosiery; 5 learners (T); November 20, 1942.

Lynchburg Hosiery Mills, Inc., Lynchburg, Virginia; Seamless & Full Fashioned Hosiery; 5 percent (T); November 20, 1942.

John-Massey Hosiery Company, Val-dese, North Carolina; Seamless Hosiery; 5 learners (T); November 20, 1942.

Melrose Hosiery Mills, Inc., English Street, High Point, North Carolina; Seamless & Full Fashioned Hosiery; 15 learners (E); July 20, 1942.

Melrose Hosiery Mills, Inc., English Street, High Point, North Carolina; Seamless & Full Fashioned Hosiery; 5 percent (T); November 20, 1942.

Thompson Hosiery Mills, Webb Avenue, Burlington, North Carolina; Seamless Hosiery; 5 learners (T); November 20, 1942.

Knitted Wear

Belle Knitting Corporation, 703 South Elmer Avenue, Sayre, Pennsylvania; Knitted Underwear, Commercial Knitting; 5 percent (T); November 20, 1942.

Julius Berger, 800 McCarter Highway, Newark, New Jersey; Infants' & Children's Wear; 5 learners (T); November 20, 1942.

Julius Berger, 800 McCarter Highway, Newark, New Jersey; Infants' & Children's Wear; 15 learners (E); March 5, 1942.

Century Beverly Corporation, Walnut Street, Pottstown, Pennsylvania; Knitted Underwear & Commercial Knitting; 7 learners (T); November 20, 1942.

Kingston Knitting Mills, Inc., 141 Cornell Street, Kingston, New York; Knitted Outerwear; 5 percent (T); November 20, 1942.

Manny-Rielly Company, River Street, Valatie, New York; Knitted Rayon & Knitted Cotton Underwear and Boys' Polo Shirts; 5 percent (T); November 20, 1942.

Textiles

Bonita Ribbon Mills, Mill Street, Brewton, Alabama; Ribbon Seam Bindings; 3 percent (T); November 20, 1942.

Darlington Manufacturing Company, Darlington, South Carolina; Print Cloths and Sheeting; 3 percent (T); November 20, 1942.

The Duplan Corporation, 11th and Mulberry Streets, Berwick, Pennsylvania; Yarn; 6 percent (T); November 20, 1942.

The Duplan Corporation, Walnut and Washington Streets, Nanticoke, Pennsylvania; Yarn and Thread; 6 percent (T); November 20, 1942.

The Duplan Corporation, West Diamond Avenue, Hazleton, Pennsylvania; Yarn and Thread; 6 percent (T); November 20, 1942.

The Duplan Corporation, Grottoes, Virginia; Yarn and Thread; 6 percent (T); November 20, 1942.

The Duplan Corporation, Eley Street, Kingston, Pennsylvania; Yarn and Thread; 6 percent (T); November 20, 1942.

Edward Hyman Company, 1830 S. Hill Street, Los Angeles, California; Chenille Bedspreads; 5 learners (T); November 20, 1942.

Kendall Mills, Wateree Plant, Camden, South Carolina; Surgical Gauze; 3 percent (T); November 20, 1942.

N. A. Textile Corporation, Whitman Mill No. 2, New Bedford, Massachusetts; Bedspreads; 5 percent (T); November 20, 1942.

Texas Textile Mills, Elm Street, McKinney, Texas; Cotton Goods, Piece Goods; 3 percent (T); November 20, 1942.

Wauregan-Quinebaug Mills, Inc., South Walnut Street, Wauregan, Connecticut; Yarns; 3 percent (T); November 20, 1942.

Woolen

Paragon Worsted Company, Olneyville, Rhode Island; Worsted Cloth; 3 percent (T); November 20, 1942.

Signed at Washington, D. C., this 19th day of November 1941.

MERLE D. VINCENT,
Authorized Representative
of the Administrator.

[F. R. Doc. 41-8667; Filed, November 19, 1941;
11:46 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 4563]

IN THE MATTER OF PENN RIVET CORPORATION, A CORPORATION

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 14th day of November, A. D. 1941.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; 15 U.S.C.A., Section 41).

It is ordered, That Edward E. Reardon, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Wednesday, November 26, 1941, at two o'clock in the afternoon of that day (eastern standard time) in Room 500, 45 Broadway, New York, New York.

Upon completion of testimony for the Federal Trade Commission, the Trial Examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The Trial Examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-8636; Filed, November 18, 1941;
12:38 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-255]

IN THE MATTER OF TRUSTEES, ASSOCIATED GAS AND ELECTRIC CORPORATION, ASSOCIATED UTILITIES CORPORATION, AND NORTHEASTERN WATER COMPANIES, INC.

ORDER REQUIRING DISSOLUTION OF HOLDING COMPANY

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 18th day of November, A. D. 1941.

Trustees, Associated Gas and Electric Corporation, Associated Utilities Corporation, and Northeastern Water Companies, Inc., all registered holding companies, having jointly filed a declaration and applications pursuant to sections 7, 10, 11 (e), 12 (b) and 12 (c) of the Public Utility Holding Company Act of 1935, incident to a plan for the dissolution and liquidation of Northeastern Water Companies, Inc.; a public hearing having been held after appropriate notice, and the Commission on April 25, 1941, having granted the applications and having permitted the declaration to be effective in the above entitled matter, subject to the terms and conditions in Rule U-24, and having since that time ordered extensions of time for completion of the transactions involved; and

Such parties having thereafter requested, pursuant to the provisions of the Public Utility Holding Company Act of 1935, and particularly section 11 (e) thereof, that the Commission enlarge and modify the scope of its order above referred to, so as to find that the action proposed to be taken by such companies complies with the requirements of section 11 (e) of the Act and thereafter to render an appropriate order under such section;

The Commission having reviewed the record herein and finding that said companies have submitted in their said declaration and applications a plan pursuant to section 11 (e), and the Commission finding that the continued existence of Northeastern Water Companies, Inc., should be terminated and that the liquidation and dissolution of Northeastern Water Companies, Inc., and the various steps under the plan and hereinafter directed to be taken are necessary and appropriate to comply with the requirements of section 11 (b) (2) of the Public Utility Holding Company Act of 1935, that such plan is fair and equitable to the persons affected by such plan;

It is ordered. Pursuant to the provisions of the Public Utility Holding Company Act of 1935, and particularly section 11 thereof, that the plan filed under section 11 (e) be, and hereby is, approved, and that such approval shall include the steps to be taken under such plan and the dissolution and liquidation of Northeastern Water Companies, Inc.;

It is further ordered. That, in order to effectuate such dissolution and liquida-

tion, and as steps in the plan submitted by the parties herein and approved here-with, the applicants-declarants take the following steps:

(1) Associated Utilities Corporation shall transfer to the Trustees of Associated Gas and Electric Corporation and the latter shall acquire:

Northeastern Water Companies, Inc.: Notes Payable in the amount of.....	\$1,056,767
Accrued interest thereon.....	71,569
	1,128,336

In consideration thereof the Trustees of Associated Gas and Electric Corporation shall grant the following credits to Associated Utilities Corporation:

Reduction in the principal amount of 2% Convertible Obligations in the amount of.....	\$805,376
Cancellation of accrued interest on of 2% Convertible Obligations in the amount of.....	1,322,960

Total.....	1,128,336
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(2) Northeastern Water Companies, Inc., shall transfer to Trustees of Associated Gas and Electric Corporation and the latter shall acquire 155,747 shares of \$1.00 a share, par value, common stock of Northeastern Water and Electric Corporation, which Northeastern Water Companies, Inc., now owns and carries on its books at \$3,224,666. Said Trustees shall acquire such shares in consideration for the following:

Cash.....	\$90,000
Cancellation of certain obligations of Northeastern Water Com- panies, Inc., (including notes to be acquired from Associated Utilities Corporation), such obligations being as follows:	
Notes payable.....	1,056,767
Accrued interest thereon.....	71,569
Notes payable.....	250,805
Accrued interest thereon.....	16,925
Accounts payable.....	1,889,617
Accrued interest thereon (esti- mated net income for 1940).....	82,246

Total.....	3,407,929
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(3) With said \$90,000 received from said Trustees, Northeastern Water Companies, Inc., shall pay its remaining obligations as at November 30, 1940, which (subject to adjustment) consist of:

Notes payable to New England Gas & Electric Association.....	\$76,353
Accrued interest thereon.....	5,517
Account payable to the Utility Man- agement Corporation (now Atlan- tic Utility Service Corporation).....	1,525
Miscellaneous accounts payable.....	923
Capital stock taxes.....	188

Total.....	84,506
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(4) Northeastern Water Companies, Inc., shall dissolve, pursuant to the provisions of section 105 of the New York State Corporation laws, or otherwise, and shall distribute its remaining assets as liquidating dividends to said Trustees as its sole stockholder;

¹ Accrued interest is calculated to November 30, 1940, and is subject to adjustment as at the date of the consummation of the transactions and the recording thereof on the books of the several applicants-declarants.

It is further ordered. That, upon consummation of the transactions and pending the outcome of the reorganization under Chapter X of the Bankruptcy Act of Associated Gas and Electric Corporation, the Trustees thereof shall not ascribe any value to its acquisitions nor record any loss upon the exchange contemplated;

It is further ordered. Pursuant to section 11 (c) of the Public Utility Holding Company Act of 1935, that this order be complied with, within one year from the date hereof.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-8663; Filed, November 19, 1941;
11:29 a. m.]

[File Nos. 7-611, 7-610]

IN THE MATTER OF APPLICATIONS BY THE NEW YORK CURB EXCHANGE TO EXTEND UNLISTED TRADING PRIVILEGES TO: EASTERN SUGAR ASSOCIATES VOTING TRUST CERTIFICATES FOR PREFERRED \$5 CUMULATIVE STOCK, \$1 PAR VALUE; AND, VOTING TRUST CERTIFICATES FOR COMMON STOCK, \$1 PAR VALUE

ORDER SETTING HEARING ON APPLICATIONS TO EXTEND UNLISTED TRADING PRIVILEGES

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 18th day of November, A. D. 1941.

The New York Curb Exchange, pursuant to section 12 (f) of the Securities Exchange Act of 1934, and Rule X-12F-1 promulgated thereunder, having made application to the Commission to extend unlisted trading privileges to the above-mentioned securities; and

The Commission deeming it necessary for the protection of investors that a hearing be held in this matter at which all interested persons be given an opportunity to be heard;

It is ordered. That the matter be set down for hearing at 11 A. M. on Monday, December 8, 1941, in Room 1101, Securities and Exchange Commission Building, 1778 Pennsylvania Avenue NW, Washington, D. C., and continue thereafter at such times and places as the Commission or its officer herein designated shall determine, and that general notice thereof be given; and

It is further ordered. That Willis E. Monty, an officer of the Commission, be and he hereby is designated to administer oaths and affirmations, subpoena witnesses, compel their attendance, take evidence, and require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, and to perform all other duties in connection therewith authorized by law.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-8664; Filed, November 19, 1941;
11:29 a. m.]

FEDERAL REGISTER, Thursday, November 20, 1941

[File No. 70-437]

IN THE MATTER OF MOUNTAIN STATES
POWER COMPANY

NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 18th day of November, A. D. 1941.

Notice is hereby given that a declaration or application (or both), has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by the above named party; and

Notice is further given that any interested person may, not later than November 28, 1941, at 4:45 P. M., E. S. T., request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter such declaration or application, as filed or as amended, may become effective or may be granted, as provided in Rule U-23 of the Rules and Regulations promulgated pursuant to said Act. Any such request should be addressed: Secretary, Securities and Exchange Commission, Washington, D. C.

All interested persons are referred to said declaration or application, which is on file in the office of said Commission, for a statement of the transactions therein proposed, which are summarized below:

Mountain States Power Company proposes to acquire from Montana-Dakota Utilities Co. two of the latter company's Purchase Money Notes each in the face amount of \$80,000 in payment of the purchase price of certain existing electric public utility properties located in and near Forsyth, Montana, to be sold by Mountain States Power Company to Montana-Dakota Utilities Co., said purchase money notes to be payable in three equal installments maturing on or before April 1, 1943, January 1, 1944, and October 1, 1944, respectively, bearing interest on the principal amount from time to time remaining unpaid from the date thereof until payment of the respective installments of principal, at the rate of 2½% per annum, payable quarterly on the first days of January, April, July, and October in each year. The acquisition by Mountain States Power Company of said purchase money notes is to be conditioned on the proposed sale thereof at face amount, by endorsement without recourse, to commercial banks, such sale of said purchase money notes by Mountain States Power Company to be consummated simultaneously with the receipt by it thereof.

Mountain States Power Company is a subsidiary company of Standard Gas

and Electric Company which is a registered holding company while Montana-Dakota Utilities Co. is not a registered holding company nor a subsidiary company thereof. It is stated that there exists between Mountain States Power Company and Montana-Dakota Utilities Co. no intercorporate relationship through holding companies, ownership of securities or otherwise; that no finders' or underwriters' fees of any kind will be paid, that after the sale by Mountain States Power Company of said purchase money notes, the same will not be an obligation direct or indirect, conditional, or otherwise, of Mountain States Power Company; and that the properties to be sold by Mountain States Power Company are located at a considerable distance from all other properties thereof and are not connected with any other properties thereof.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-8665; Filed, November 19, 1941;
11:29 a. m.]

[File No. 54-32]

IN THE MATTER OF NORTH SHORE GAS COMPANY, NORTH SHORE COKE & CHEMICAL COMPANY, NORTH CONTINENT UTILITIES CORPORATION

ORDER PERMITTING DECLARATIONS TO BECOME EFFECTIVE AND GRANTING APPLICATIONS

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 13th day of November, A. D. 1941.

North Shore Gas Company, North Shore Coke & Chemical Company and North Continent Utilities Corporation having filed applications and declarations, and amendments thereto, pursuant to section 11 (e) and other applicable sections of the Public Utility Holding Company Act of 1935 and the Rules and Regulations promulgated thereunder with respect to the recapitalization of the North Shore Gas Company, the sale of assets of the North Shore Coke & Chemical Company to the North Shore Gas Company, the dissolution of the North Shore Coke & Chemical Company, and the refunding by the North Shore Gas Company of joint bonds of the North Shore Gas Company and North Shore Coke & Chemical Company; and

A public hearing having been held after appropriate notice, and the Commission having considered the record and having made and filed its findings and opinion herein; and

The Commission having found, subject to the conditions and reservations hereinafter set forth, that the plan is necessary to effectuate the provisions of subsection (b) of section 11 of the Act and is fair and equitable to the persons affected by such plan;

It is hereby ordered, That said applications, as amended, be and the same hereby are granted forthwith, and that said declarations, as amended, be and the same hereby are permitted to become effective forthwith, subject, however, to the following conditions and reservations:

1. The conditions prescribed by Rule U-24;

2. No fees or expenses incurred or to be incurred in connection with the plan and any transactions incident thereto may be paid until thirty (30) days after the applicants file a notification with this Commission as to the proposed amount of such fees and expenses, with a detailed statement as to the services and expenses for which any such amounts are to be paid. Similar statements shall be filed as to all such fees and expenses which have already been paid. Jurisdiction is reserved as to all fees and expenses, and further hearings thereon may be required prior to approval of payment if such action is deemed by this Commission necessary or appropriate in the public interest or for the protection of investors or consumers;

3. Jurisdiction is reserved with respect to the application for an exemption of the proposed new debt securities under section 6 (b) of the Public Utility Holding Company Act, and with respect to the imposition of conditions with respect to such new debt securities and their issuance and sale until the terms and provisions of such new debt securities and indentures and of the sale shall be submitted to us in definitive form;

4. Jurisdiction is reserved with respect to the amount to be entered on the books of North Continent Utilities Corporation in respect of securities or other assets to be acquired by North Continent Utilities Corporation on the liquidation and dissolution of North Shore Coke & Chemical Company;

5. Jurisdiction is reserved to entertain such further proceedings, to make other findings and to take such other action as may be appropriate in the premises in connection with the plan or the various steps required to execute the plan.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-8666; Filed, November 19, 1941;
11:38 a. m.]